

MEMORANDUM

DATE: February 18, 2025

TO: Mindy Moore, Council Secretary

RE: Appointees

City Council:

Please be advised that the following individual has been appointed to a position within the city:

Name	Title
Craig Bankowski	Police - Captain of Professional Standards

Thank you for your attention to this matter.

Sincerely,



Lori M. Stone
Mayor

Cc: Clerk



February 7, 2025

Mindy Moore, Secretary
Warren City Council

DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

Dear Council Secretary,

RE: Resolution to approve a Michigan Department of Transportation (MDOT) performance resolution for Governmental Agencies for annual application and permit for miscellaneous operations within state highway right of way

Attached, is a resolution for an annual application and permit for miscellaneous operations within state highway right of way for the 2025 calendar year, as well as the Performance Resolution for Governmental Agencies required by MDOT.

Please schedule for the **February 25, 2025** city council meeting.

Thank you for your cooperation in this matter.

Sincerely,

Tina Gapshe,
City Engineer

Approved as to form:

City Attorney

Approved:

Signed by:

76FABF22E3214B9...

Lori M. Stone, Mayor

TG/al
Attachments
Cc: Engineering
File

**PERFORMANCE RESOLUTION FOR
MUNICIPALITIES**

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ City of Warren

(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Tina Gapshes City of Warren Engineer/Street Administrator

Lori M. Stone, Mayor

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the City Council
(Name of Board, etc.)
 of the City of Warren of Macomb
(Name of MUNICIPALITY) (County)
 at a City Council meeting held on the 25th day
 of February A.D. 2025.

Signed

City Clerk

Title
Sonja Buffa

Print Signed Name

Signed

Mayor

Title

Lori M. Stone

Printed signed name

RESOLUTION TO APPROVE
A MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) PERFORMANCE
RESOLUTION FOR GOVERNMENTAL AGENCIES FOR
ANNUAL APPLICATION AND PERMIT FOR MISCELLANEOUS OPERATIONS WITHIN
STATE HIGHWAY RIGHT OF WAY

A _____ Meeting of the City Council of the City of Warren,
County of Macomb, Michigan, held on _____, 2025, at 7:00 o'clock
p.m. Eastern _____ Time, in Council Chambers located at Warren
Community Center Auditorium, 5460 Arden Ave, Warren, Michigan.

PRESENT : Councilmembers _____

ABSENT : Councilmembers _____

The following preamble and resolution were offered by Councilmember _____

And supported by Councilmember _____

The City of Warren wishes to apply to the Michigan Department of
Transportation (MDOT) for *an Annual Application and Permit for Miscellaneous Operations*
Within State Highway Right of Way for the 2025 calendar year.

MDOT requires that a *Performance Resolution for Governmental Agencies* be
executed by the agency seeking to obtain the MDOT's *Annual Application and Permit for*
Miscellaneous Operations Within State Highway Right of Way.

The City of Warren will be responsible for compliance with all permit
requirements, as stated on the attached *Performance Resolution for Governmental*
Agencies.

The Public Service Director recommends execution of the attached
Performance Resolution for Governmental Agencies, as presented.

THEREFORE, IT IS RESOLVED, that the City of Warren hereby approves execution of the attached *Performance Resolution for Governmental Agencies* between the City and the Michigan Department of Transportation, accepting the terms of the *Performance Resolution for Governmental Agencies* as contained therein.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute the *Performance Resolution for Government Agencies* on behalf of the City of Warren.

AYES : Councilmembers _____

NAYES : Councilmembers

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk



February 18, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

CITY ATTORNEY'S OFFICE

One City Square, Suite 400
WARREN, MI 48093
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

Re: Proposed Resolution Authorizing System Maintenance Agreement and updated Primary Services Agreement with i3-Imagesoft, LLC for 37th District Court, Attorney's Office and Other City Departments; and Request for Immediate Payment

Dear Council Secretary Moore:

Attached please find the proposed resolution to approve an updated software maintenance agreement with i3-ImageSoft, LLC ("ImageSoft") to provide licenses, technical assistance and upgrades to the electronic document management and integrated case management system for the 37th District Court, Attorney's Office, and various other departments.

The resolution would also approve an updated primary agreement to replace the original agreement dated January 13, 2014. Any ongoing solutions and agreements for the system would conform to the standardized contractual provisions of the primary agreement on an ongoing basis, and would expire one year following the final maintenance agreement, up to a maximum of 10 years. Imagesoft has provided the system since 2014, and has the familiarity and technical expertise to provide cost-effective services. In addition to qualifying as a sole source provider under WCO 2-337.5(b), the services are procured as a cooperative purchase under State of Michigan contract No. 171-240000000832.

The proposed maintenance agreement is for the term March 1, 2025 to February 28, 2026, in an amount not to exceed \$140,000.00. The updated invoice will be provided prior to the Council meeting. To avoid the 10 percent late fee, a waiver of the reconsideration period is requested to permit the immediate payment to be issued.

Funding is available in Court Renovation Fund Account No. 9410-97400. If acceptable, please forward to Council for its meeting on February 25, 2023.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mary Michaels".

Mary Michaels
Acting City Attorney

Approved for funding:

A handwritten signature in blue ink, appearing to read "Kristina Battle".

Kristina Battle, Budget Director

Approved:

A handwritten signature in blue ink, appearing to read "Annette Gattari Ross".

Annette Gattari Ross
Court Administrator/MagistrateA handwritten signature in blue ink, appearing to read "Craig Treppa".

Craig Treppa, Purchasing AgentA handwritten signature in blue ink, appearing to read "Lori M. Stone".

Lori M. Stone
Mayor

cc: Hon. John Chmura, Chief Judge
Shumon Hakim, IS Manager

**RESOLUTION APPROVING UPDATED SYSTEM MAINTENANCE AND
PRIMARY SERVICES AGREEMENT WITH i3-IMAGESOFT, LLC FOR ELECTRONIC
CONTENT MANAGEMENT SYSTEM FOR 37TH JUDICIAL DISTRICT COURT,
ATTORNEY'S OFFICE AND POLICE DEPARTMENT; STA-W-1468**

At a regular meeting of the City Council of the City of Warren, County of Macomb, State of Michigan, held on February 25, 2025, Eastern Standard Time, in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following preamble and resolution were offered by Councilperson _____

_____ and supported by Councilperson _____.

Since 2014, the City has utilized ImageSoft, Inc. to develop and provide ongoing maintenance and upgrades to an electronic content management and integrated case management system for the 37th District Court, Police Department, and City Attorney's Office, pursuant to RFP-W-8553. The project involved ongoing system solutions that would be provided in accordance with standards terms of a master agreement made between the City and Imagesoft on or about January 13, 2014.

The current system maintenance agreement ("SMA") expires on February 28, 2025.

The 37th Judicial District Court Administrator is recommending entering into a new SMA to reflect updated requirements for technical assistance, licenses and software, along with a new primary agreement to contain the standardized contract terms governing new, ongoing work solutions and services.

The new primary agreement would be a cooperative purchase through the State of Michigan Contract No. 171-240000000832.

The 37th District Court has worked solely with ImageSoft for the past 10 years on the implementation and maintenance of the System, and due to its specialized technical familiarity with the System, ImageSoft is also justified as a sole source provider.

THEREFORE, IT IS RESOLVED, that the Mayor and Clerk are authorized to execute the primary services agreement to provide standardized terms for ImageSoft support and services under its solutions and statements of work provided to the 37th Judicial District Court, City Attorney's Office, and various city departments for a maximum contract term of ten years, or one year following expiration of a final SMA

The Mayor and Clerk are authorized to execute an updated System Maintenance Agreement in the amount not to exceed \$140,000.00, in such form that meets with the satisfaction of the City Attorney.

IT IS FURTHER RESOLVED, that the City Controller is authorized to issue immediate payment to i3-ImageSoft, LLC of Invoice No. MAIN5815 in the amount not to exceed \$140,000.00 to avoid a late fee. Funding is available in the Court Renovation Fund Account No. 9410-97400.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this 25th day of February, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on February 25, 2025.

SONJA BUFFA
City Clerk

ID 110641

MEMORANDUM

DATE: February 19, 2025

TO: Mindy Moore, Council Secretary

RE: Appointees to Beautification Commission

City Council:

Pursuant to the Code or Ordinances, Chapter 2, Section 2-101 and by the authority vested in me, I hereby notify you of the following appointments:

Name	Appointment	Date of Expiration
Ashley White	New Appointment	June 30, 2028
Jeffrey Milk	New Appointment	June 30, 2028
Marilyn Kay	Reappointment	June 30, 2028

City Council approval is not required, however per City Charter Section 7.6, Council, at such meeting or at its next meeting, may disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,



Lori M. Stone
Mayor

Cc: Clerk
Beautification Commission



Outlook

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Fri 11/15/2024 3:13 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Beautification Commission

Name

Ashley White

Address

[REDACTED]
Warren, Michigan [REDACTED]
[Map It](#)

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

0 (Moved to Warren from Hazel Park in October 2024); lifelong resident of SE Michigan

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Most recently, I worked as an administrative assistant/paralegal in a law firm in Beverly Hills -- I handled filing of court documents, communicating with contract attorneys to prepare them for hearings, and data entry into case files.

Previously, I have worked at UWM as a file indexing/verification of employment specialist, at Kroger and Meijer as a pharmacy technician, and at Kroger as an inventory clerk and cashier.

Education

Graduated from Oakland University in 2016 with a B.A. in English, as well as minors in Spanish and music.

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Certified Master Gardener through the MSU Extension Master Gardener program

Please feel free to add any additional information

My volunteer experience includes 100+ hours of working on community farms/gardens that donate food to community members, public green spaces, and an assisted living facility garden as part of my requirements to maintain active status in the Master Gardener program. I have also been a tutor for ESL students through the Oakland Literacy Council (from approx. 2016-18, and I am now active again as a tutor as of this month), and have been an afterschool program tutor through Hispanic Charities of Michigan in an elementary school in Pontiac.

I am a newly minted resident of Warren, having just moved here with my husband and our twin 18-month-old daughters in October, but I am eager to become an active member of the community. My daughters will grow up here, and so I am personally invested in making sure they have a safe, thriving neighborhood, school, library, and parks in which to grow and learn and play. I am specifically interested in participating beautification efforts because I believe that having access to natural beauty as we go about our daily lives helps us all be a little healthier and happier!


Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

WARREN, MI (Property Address)

Parcel Account Number



Item 1 of 21 Image / 1 Sketch

Customer Name: WHITE

Summary Information

> Residential Building Summary

- Year Built: 1957

- Full Baths: 1

- Sq. Feet: 1,429

- Bedrooms: 3

- Half Baths: 1

- Acres: 0.176

> Utility Billing information found

> Assessed Value: \$83,860 | Taxable Value: \$29,967

> Property Tax information found

> 17 Building Department records found

Owner Information

WHITE
WARREN, MI

Amount Due

Property Total \$0.00

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Electrical	PE10-209517		Finaled	12/3/2010	3/8/2012	\$0.00	View
Elec Reconnect	PER20-0117		Finaled	3/5/2020	10/19/2020	\$0.00	View
Mechanical	PM20-000376		Finaled	3/5/2020	10/19/2020	\$0.00	View
RES - MECHANICAL	PM22-001720		Finaled	9/9/2022	11/23/2022	\$0.00	View
Plumbing	PP10-099372		Finaled	12/22/2010	6/14/2011	\$0.00	View
Special	PSP10-32706		Finaled	11/15/2010	3/8/2012	\$0.00	View

1

Displaying items 1 - 6 of 6

[Apply for a Permit](#)

Attachments

Date Created	Title	Record	
11/25/2009	RUBBISH 2ND NOTICE		View
9/3/2010	RUBBISH REMOVALBLIGHT		View
12/6/2011	B 15 OPEN CITY CERTS		View

1

Displaying items 1 - 3 of 3


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WARREN, MI (Property Address)

Parcel Number: Account Number:



Customer Name: WHITE
Summary Information
> Residential Building Summary
- Year Built: 1957 - Bedrooms: 3
- Full Baths: 1 - Half Baths: 1
- Sq. Feet: 1,429 - Acres: 0.176
> Utility Billing information found
> Assessed Value: \$83,860 | Taxable Value: \$29,967
> Property Tax information found
> 17 Building Department records found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner
WHITE
WARREN, MI

Taxpayer
SEE OWNER INFORMATION

Legal Description

"DEVELYN SUBDIVISION" LOT 27 L37 P35-36

Other Information

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

2/18/2025

Recalculate

Tax History

**Note: On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.


Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$45.56	\$45.56	01/07/2025	\$0.00
2024	Summer	\$2,102.51	\$2,102.51	09/25/2024	\$0.00
2023	Winter	\$45.97	\$45.97	02/08/2024	\$0.00
2023	Summer	\$1,937.62	\$1,937.62	08/30/2023	\$0.00
2022	Winter	\$41.49	\$41.49	12/17/2022	\$0.00
2022	Summer	\$1,845.33	\$1,845.33	08/24/2022	\$0.00
2021	Winter	\$94.29	\$94.29	02/01/2022	\$0.00
2021	Summer	\$1,750.36	\$1,750.36	08/30/2021	\$0.00
2020	Winter	\$43.16	\$0.00		\$43.16 ** Read Note(s) Above
2020	Summer	\$1,811.60	\$1,811.60	10/28/2020	\$0.00

Load More Years

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WARREN, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: WHITE

UB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1957

- Full Baths: 1

- Sq. Feet: 1,429

- Bedrooms: 3

- Half Baths: 1

- Acres: 0.176

> Utility Billing information found

> Assessed Value: \$83,860 | Taxable Value: \$29,967

> Property Tax information found

> 17 Building Department records found

Customer Information

Name OCCUPANT
Address WARREN, MI Account Number

Amount Due

Total Amount Due \$68.90
[Pay Now](#)

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$68.90	Bill From	12/30/2024		
Due Date	02/28/2025	Bill To	01/30/2025		
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance
FINAL BILL CHARGE		\$0.00	\$0.00	\$0.00	\$0.00
SEWER		\$0.00	\$27.77	\$0.00	\$27.77
SEWER SERVICE CHARGE		\$0.00	\$2.03	\$0.00	\$2.03
STATE MANDATED FEE		\$0.00	\$6.73	\$0.00	\$6.73
WATER		\$0.00	\$31.53	\$0.00	\$31.53
WATER SERVICE CHARGE		\$0.00	\$0.84	\$0.00	\$0.84
		\$0.00	\$68.90	\$0.00	\$68.90

History (757 Items Found)

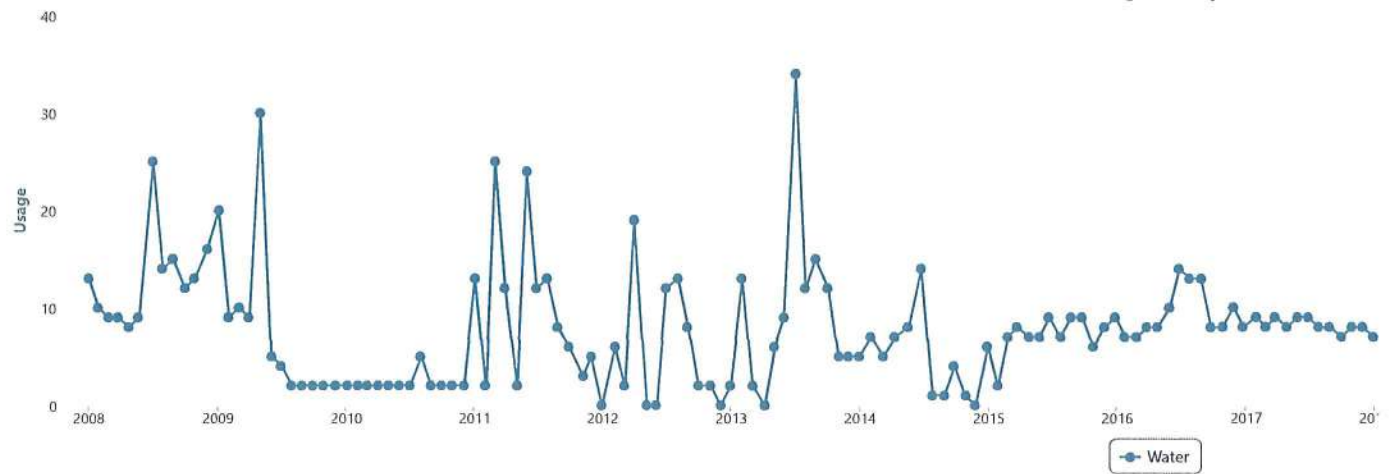
Starting Date Ending Date

[Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
2/11/2025	Bill Calculated	01/02/25-01/30/25		0.00	0.00	\$68.90	\$68.90
1/30/2025	Meter Read	Water		904.00	7.00	\$0.00	\$0.00
1/17/2025	Payment Posted	0005404311		0.00	0.00	(\$122.44)	\$0.00
1/14/2025	Bill Calculated	11/30/24-01/02/25		0.00	0.00	\$68.90	\$122.44
1/10/2025	Penalty			0.00	0.00	\$1.56	\$53.54
1/10/2025	Penalty Reversal	DUPLICATE PENALTY		0.00	0.00	(\$1.61)	\$51.98
1/10/2025	Penalty Reversal	DUPLICATE PENALTY		0.00	0.00	(\$1.56)	\$53.59
1/10/2025	Penalty			0.00	0.00	\$1.61	\$55.15
1/10/2025	Penalty			0.00	0.00	\$1.56	\$53.54
1/2/2025	Meter Read	Water		897.00	7.00	\$0.00	\$51.98
12/27/2024	Payment Posted	0005375221		0.00	0.00	(\$58.00)	\$51.98
12/13/2024	Bill Calculated	10/30/24-11/30/24		0.00	0.00	\$59.46	\$109.98
12/9/2024	Penalty			0.00	0.00	\$1.47	\$50.52

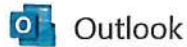
Usage History Chart

Usage History



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New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Wed 11/6/2024 2:40 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Beautification Commission

Name

Jeffrey Milk

Address

[REDACTED]
Warren, Michigan [REDACTED]

[Map It](#)

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

18

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Worked with the National Honor Society in High School & National Junior Honor Society in Middle School as a secretarial role performing clerical duties.

Currently work at Macomb Community College as a clerical assistant, performing clerical, office, and basic administrative duties.

Education

Took 1 year of High School at the Warren Consolidated School of Performing Arts & Cousino High School for Freshman year. Sophomore and Junior year were at the International Academy of Macomb. Nearing the end of Junior year, left to get an early graduation with a GED to begin college full-time early at Macomb Community College.

Currently attending Macomb Community College, while majoring in Human Resources Administration. Relevant coursework that has been taken here is psychology, and statistics.

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Macomb Walking Club (Health and Wellness Group) at Macomb Community college, as a member.

The Red Cross Chapter of the International Academy of Macomb, formerly as the president.

Please feel free to add any additional information

I would love to be interviewed and discuss ideas I have to bring to the table, or explain more about myself. Although the physical copy sent in did unfortunately have limited room, and there was more space here, I still have very much I would love to share and contribute. I'm optimistic, outgoing, and am eager to learn. I'd love this opportunity to improve my community, and fill one of the empty seats. I know that understaffing can be a major impediment and huge issue, and I'd never want anyone to be neglected in my community if I can add my diligence to the commission.


Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

WARREN, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: MILK

Summary Information

> Residential Building Summary

- Year Built: 1961

- Full Baths: 1

- Sq. Feet: 1,507

- Bedrooms: 0

- Half Baths: 0

- Acres: 0.165

> Utility Billing information found

> Assessed Value: \$117,440 | Taxable Value: \$62,625

> Property Tax information found

> 12 Building Department records found

Owner Information

MILK
WARREN, MI

Amount Due

Property Total\$0.00

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
RES - ROOF	PB22-001739		Finaled	10/11/2022	11/8/2024	\$0.00	View
RES - SIDING-GUTTERS-TRIM	PB24-002107		Finaled	10/29/2024	11/8/2024	\$0.00	View
Electrical	PE2004-197454		Finaled	7/21/2004	8/12/2004	\$0.00	View
RES - ELECTRICAL	PE22-001262		Finaled	8/5/2022	2/21/2023	\$0.00	View
RES - MECHANICAL	PM22-001430		Finaled	8/5/2022	2/21/2023	\$0.00	View
RES - PLUMBING	PP22-001093		Finaled	12/28/2022	12/29/2022	\$0.00	View

1

Displaying items 1 - 6 of 6

[Apply for a Permit](#)


Attachments

Date Created	Title	Record
No records to display.		

Displaying items 0 - 0 of 0

WARREN, MI (Property Address)

Parcel Number: Account Number:



Customer Name: MILK

Summary Information

- > Residential Building Summary
 - Year Built: 1961
 - Bedrooms: 0
 - Full Baths: 1
 - Half Baths: 0
 - Sq. Feet: 1,507
 - Acres: 0.165
- > Assessed Value: \$117,440 | Taxable Value: \$62,625
- > Property Tax Information found
- > 12 Building Department records found
- > Utility Billing Information found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner

MILK
WARREN, MI

Taxpayer

SEE OWNER INFORMATION

Legal Description

"BEACH LAWN SUB. NO. 2" LOT 76 L43 P.44

Other Information

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

2/18/2025

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$95.25	\$95.25	01/14/2025	\$0.00
2024	Summer	\$3,266.86	\$3,266.86	01/14/2025	\$0.00
2023	Winter	\$96.12	\$96.12	01/24/2024	\$0.00
2023	Summer	\$3,096.64	\$3,096.64	01/24/2024	\$0.00
2022	Winter	\$86.73	\$86.73	01/19/2023	\$0.00
2022	Summer	\$3,761.89	\$3,761.89	01/19/2023	\$0.00
2021	Winter	\$197.09	\$197.09	12/29/2021	\$0.00
2021	Summer	\$3,591.80	\$3,591.80	09/15/2021	\$0.00
2020	Winter	\$90.25	\$90.25	02/02/2021	\$0.00
2020	Summer	\$3,625.16	\$3,625.16	02/02/2021	\$0.00


Load More Years

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[Privacy - Terms](#)

WARREN, MI (Property Address)
Parcel Number: Account Number:

Customer Name: MILK UB Customer Name: OCCUPANT
Summary Information
> Residential Building Summary
- Year Built: 1961 - Bedrooms: 0
- Full Baths: 1 - Half Baths: 0
- Sq. Feet: 1,507 - Acres: 0.165
> Assessed Value: \$117,440 | Taxable Value: \$62,625
> Property Tax Information found
> 12 Building Department records found
> Utility Billing Information found
Item 1 of 2 1 Image / 1 Sketch

Customer Information

Name: OCCUPANT
Address: WARREN, MI Account Number:

Amount Due

Total Amount Due **(\$568.41)**
[Pay Now](#)

Current Bill

[Click here for a printer friendly version](#)

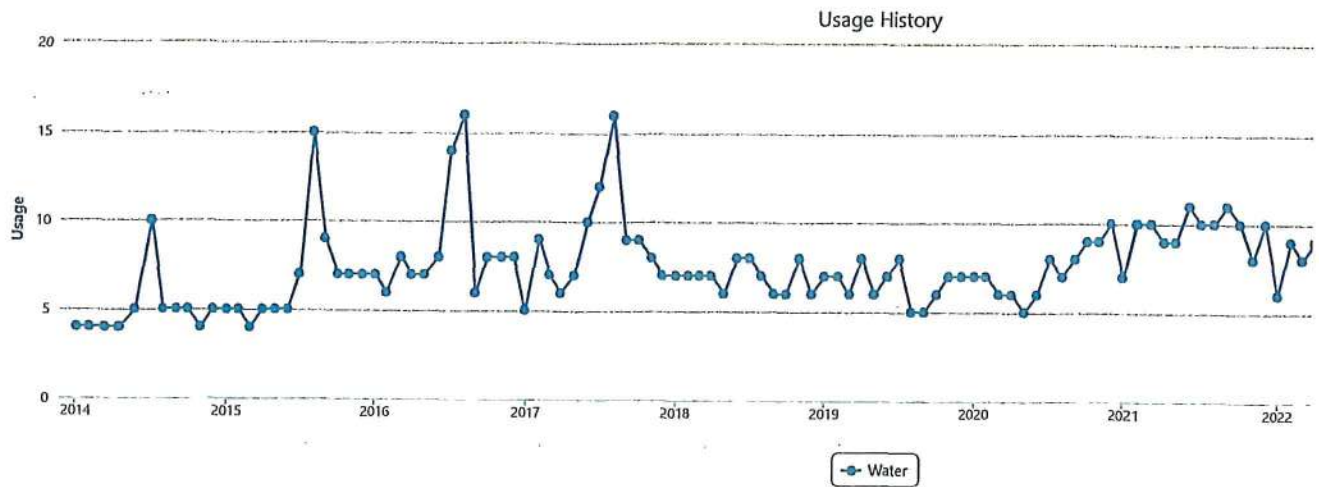
Amount Due	(\$568.41)	Bill From	12/30/2024	
Due Date	02/28/2025	Bill To	01/30/2025	
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	\$0.00	(\$383.23)	\$0.00	(\$383.23)
SEWER SERVICE CHARGE	\$0.00	(\$65.38)	\$0.00	(\$65.38)
STATE MANDATED FEE	\$0.00	(\$92.75)	\$0.00	(\$92.75)
WATER	\$0.00	\$0.00	\$0.00	\$0.00
WATER SERVICE CHARGE	\$0.00	(\$27.05)	\$0.00	(\$27.05)
	\$0.00	(\$568.41)	\$0.00	(\$568.41)

History (432 Items Found)

Starting Date: Ending Date: [Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
2/11/2025	Credit Transfer			0.00	0.00	\$0.00	(\$568.41) ▲
2/11/2025	Bill Calculated	01/02/25-01/30/25		0.00	0.00	\$31.16	(\$568.41) 0
1/30/2025	Meter Read	Water		1055.00	3.00	\$0.00	(\$599.57)
1/14/2025	Payment Posted	0005400288		0.00	0.00	(\$350.00)	(\$599.57)
1/14/2025	Credit Transfer			0.00	0.00	\$0.00	(\$249.57)
1/14/2025	Credit Transfer			0.00	0.00	\$0.00	(\$249.57)
1/14/2025	Bill Calculated	11/30/24-01/02/25		0.00	0.00	\$40.60	(\$249.57)
1/2/2025	Meter Read	Water		1052.00	4.00	\$0.00	(\$290.17)
12/13/2024	Credit Transfer			0.00	0.00	\$0.00	(\$290.17)
12/13/2024	Bill Calculated	10/29/24-11/30/24		0.00	0.00	\$40.60	(\$290.17)
11/30/2024	Meter Read	Water		1048.00	4.00	\$0.00	(\$330.77)
11/8/2024	Credit Transfer			0.00	0.00	\$0.00	(\$330.77)
11/8/2024	Bill Calculated	09/29/24-10/29/24		0.00	0.00	\$40.60	(\$330.77) ▼

Usage History Chart



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New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Tue 2/18/2025 5:29 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Warren Beautification Commission

Name

Marilyn Kay

Address

[REDACTED]

Warren, Michigan [REDACTED]

[Map It](#)

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

36

Warren Business Owner

No

Name of Business

N/A

Appointment Request

- Re-Appointment Request

Work Experience

35 years' experience working at Bi-County Hospital as a Registered Nurse with 25 of those years in the position of Vice President of Nursing and Chief Nursing Officer.

25 years as a Nurse Surveyor with HFAP conducting hospital surveys for CMS Accreditation.

Education

Bachelor of Science in Nursing

Master of Science in Administration

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Beautification Commission of Warren for 8 years. Currently in the position of Secretary.

Political Offices held, if any (Please include dates of service)

N/A


Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

WARREN, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: KAY MARILYN

Summary Information

> Residential Building Summary

- Year Built: 1979

- Full Baths: 1

- Sq. Feet: 1,571

- Bedrooms: 0

- Half Baths: 1

- Acres: 0.165

> Utility Billing information found

> Assessed Value: \$119,730 | Taxable Value: \$59,587

> Property Tax information found

> 6 Building Department records found

Owner Information

KAY MARILYN

WARREN, MI

Amount Due

Property Total \$0.00

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB108546		Closed	10/8/1998		\$0.00	View
RES - ELECTRICAL	PE21-002255		Finaled	12/9/2021	1/31/2022	\$0.00	View
RES - MECHANICAL	PM21-002314		Finaled	12/9/2021	1/31/2022	\$0.00	View
Plumbing	PP19-000028		Finaled	1/10/2019	1/16/2019	\$0.00	View
Plumbing	PP19-000535		Finaled	6/10/2019	6/20/2019	\$0.00	View
Plumbing	PP2003-091005		Finaled	1/2/2003	2/7/2003	\$0.00	View

1

Displaying items 1 - 6 of 6

[Apply for a Permit](#)

Attachments

Date Created	Title	Record
No records to display.		

Displaying items 0 - 0 of 0


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WARREN, MI

(Property Address)

Parcel Number:Account Number:



Customer Name: KAY MARILYN

Summary Information

> Residential Building Summary

- Year Built: 1979

- Full Baths: 1

- Sq. Feet: 1,571

- Bedrooms: 0

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- Acres: 0.165

> Utility Billing information found

> Assessed Value: \$119,730 | Taxable Value: \$59,587

> Property Tax information found

> 6 Building Department records found

Item 1 of 2

1 Image / 1 Sketch

Owner and Taxpayer Information

Owner

KAY MARILYN

Taxpayer

SEE OWNER INFORMATION

WARREN, MI

Legal Description

IDA GARDENS SUBDIVISION LOT 12 L.69 P.30-31

Other Information

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

2/19/2025

Recalculate

Tax History


Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$90.62	\$90.62	01/14/2025	\$0.00
2024	Summer	\$3,110.79	\$3,110.79	08/26/2024	\$0.00
2023	Winter	\$91.46	\$91.46	01/22/2024	\$0.00
2023	Summer	\$2,939.20	\$2,939.20	08/23/2023	\$0.00
2022	Winter	\$82.52	\$82.52	01/24/2023	\$0.00
2022	Summer	\$2,799.25	\$2,799.25	08/10/2022	\$0.00
2021	Winter	\$187.55	\$187.55	01/04/2022	\$0.00
2021	Summer	\$2,679.87	\$2,679.87	10/05/2021	\$0.00
2020	Winter	\$85.87	\$85.87	03/01/2021	\$0.00
2020	Summer	\$2,710.02	\$2,710.02	08/25/2020	\$0.00

Load More Years

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Warren, MI (Property Address)

Parcel Account Number



Item 1 of 21 Image / 1 Sketch

Customer Name: KAY MARILYNUB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1979- Bedrooms: 0

- Full Baths: 1- Half Baths: 1

- Sq. Feet: 1,571- Acres: 0.165

> Utility Billing information found

> Assessed Value: \$119,730 | Taxable Value: \$59,587

> Property Tax information found

> 6 Building Department records found

Customer Information

Name OCCUPANT
Address Warren, MI Account Number

Amount Due

Total Amount Due \$40.60
[Pay Now](#)
** Enrolled in ACH Payments

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$40.60	Bill From	12/30/2024		
Due Date	02/28/2025	Bill To	01/30/2025		
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER		\$0.00	\$15.87	\$0.00	\$15.87
SEWER SERVICE CHARGE		\$0.00	\$2.03	\$0.00	\$2.03
STATE MANDATED FEE		\$0.00	\$3.84	\$0.00	\$3.84
WATER		\$0.00	\$18.02	\$0.00	\$18.02
WATER SERVICE CHARGE		\$0.00	\$0.84	\$0.00	\$0.84
		\$0.00	\$40.60	\$0.00	\$40.60

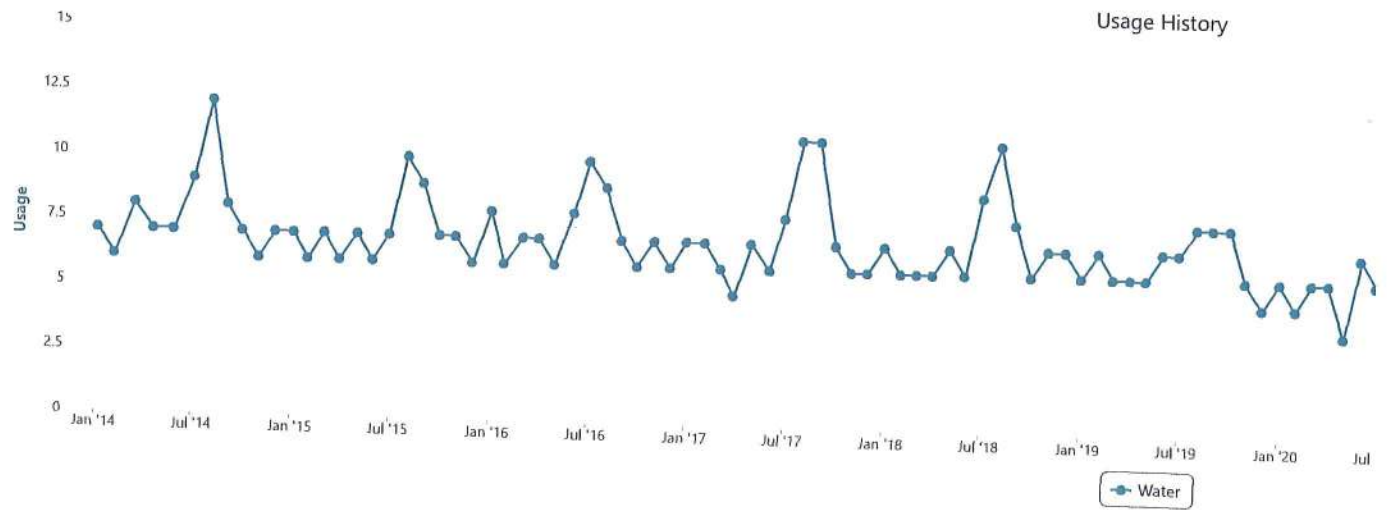
History (402 Items Found)

Starting Date Ending Date

[Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
2/11/2025	Bill Calculated	01/03/25-01/31/25		0.00	0.00	\$40.60	\$40.60
1/31/2025	Meter Read	Water		1005.00	4.00	\$0.00	\$0.00
1/31/2025	Payment Posted	0005424819		0.00	0.00	(\$59.46)	\$0.00
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$59.46	\$59.46
1/3/2025	Meter Read	Water		1001.00	6.00	\$0.00	\$0.00
12/30/2024	Payment Posted	0005370263		0.00	0.00	(\$59.46)	\$0.00
12/13/2024	Bill Calculated	10/29/24-11/30/24		0.00	0.00	\$59.46	\$59.46
11/30/2024	Meter Read	Water		995.00	6.00	\$0.00	\$0.00
11/27/2024	Payment Posted	0005323371		0.00	0.00	(\$50.04)	\$0.00
11/8/2024	Bill Calculated	09/30/24-10/29/24		0.00	0.00	\$50.04	\$50.04
10/31/2024	Payment Posted	0005284087		0.00	0.00	(\$50.04)	\$0.00
10/29/2024	Meter Read	Water		989.00	5.00	\$0.00	\$50.04
10/17/2024	Bill Calculated	08/30/24-09/30/24		0.00	0.00	\$50.04	\$50.04

Usage History Chart



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CITY ATTORNEY'S OFFICE

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

February 12, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

**Re: Resolution to Authorize Execution of Agreements with School Districts
Taxing Authorities to Collect Current and Delinquent Property Tax
2025 through 2026**

Dear Secretary Moore:

Attached please find the above Resolution and a copy of the proposed agreement between the City of Warren (City) and two school districts (School District) for the collection of summer school taxes, years 2025 through 2026 (Agreement).

The Resolution approves the execution of the Agreement by the Mayor and Clerk, which authorizes the City to assess and collect the summer school taxes (Taxes) and collect a 1% property Tax administration fee from the following two School Districts: Macomb Intermediate School District and Macomb Community College.

The Agreement also permits the City to retain interest on Taxes collected while in a City account and any penalty levied on delinquent payments and interest earned by the investment of the Tax collection from the date of collection to day before due.

I have reviewed the Agreement and approve as to form. Please place this item on your next available agenda for consideration and approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Sullivan".

Laura Sullivan
Assistant City Attorney

LS/vlt Ltr to M Moore Council re Agreements for Collection of Summer School Taxes 2025-2026 ID 110398

Attachments

cc: Lorie Barnwell, City Treasurer
Richard Fox, City Controller

Read and Concur:

A handwritten signature in black ink, appearing to read "Mary Michaelis".

Mary Michaelis
Acting City Attorney

Approved:

Signed by:

A handwritten signature in black ink, appearing to read "Lori M. Stone".

Lori M. Stone
Mayor

**RESOLUTION AUTHORIZING AGREEMENTS WITH SCHOOL DISTRICTS
AND TAXING AUTHORITIES TO COLLECT CURRENT AND
DELINQUENT PROPERTY TAXES FOR YEARS 2025 THROUGH 2026**

At a regular meeting of the City Council of the City of Warren, County of Macomb,
State of Michigan, held on _____, 2025, Eastern Daylight Time, in
the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____

_____ and supported by Councilmember _____:

Act No. 206, P.A. 1893, as amended, authorizes and requires the collection of
personal and real property taxes within a collecting unit;

MCL 211.1 et seq., as amended, authorizes a tax collecting unit to assess property
values, to collect property tax levies and administer the tax appeal process, and to add a
property tax administration fee of not more than 1% of the total tax bill per parcel for the
execution of such services;

Public Act 333 of 1982 also authorizes a school district or intermediate school district
to negotiate a reasonable expense for the collection of school taxes (Taxes) by the
municipality;

The following two school districts are interested in entering an agreement with the
City for the collection of Taxes: Macomb Intermediate School District and Macomb
Community College (each, a School District);

The City and each School District agree that the City will collect a 1% statutory property tax administration fee and retain all interest on Taxes collected while the Taxes are in a City account, and further agree that the City shall retain any penalty levied on delinquent payments and interest earned by the investment of the Tax collection from the date of collection to the day before due;

The City and each School District agree that they will shall share in the expenses incurred in the collection of delinquent personal property Taxes and special accounts, such as the industrial facility tax, if applicable, from entities seeking protection under the bankruptcy laws on a pro-rata basis as described herein;

The City agrees to remit, by wire transfer to each School District, the principal on the collected Taxes, one time a week, every Friday, before 11 a.m., except when Friday is not the last business day of the week, in which case remittance shall be made on the last business day of the week; and

The City, by its Mayor and Clerk, and each School District, by its authorized representative, have agreed to enter into the attached Agreement to collect the Taxes for the years the 2025 through 2026;

THEREFORE IT IS RESOLVED, that the City is authorized to enter into an agreement, approved as to form by the City Attorney, with the School Districts to assess and collect the 2025 through 2026 Taxes, to add a property tax administration fee of One percent (1%), and to share in the expenses incurred in the collection thereof.

AYES: Councilmembers: _____

Mindy Moore
Secretary of the Council

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

Sonja Buffa
City Clerk

**AGREEMENT BETWEEN THE CITY OF WARREN AND MACOMB
COMMUNITY COLLEGE FOR THE COLLECTION OF SUMMER
SCHOOL TAXES, YEARS 2025 THROUGH 2026**

This agreement made this _____ day of _____, 2025, effective July 1, 2025 through June 30, 2026, between the City of Warren, One City Square, Suite 200, Warren, Michigan 48093 (City) and Macomb Community College, 14500 E. 12 Mile Road, Warren, Michigan 48088 (School District) (each a Party and collectively the Parties), sets forth the terms and conditions under which the City will collect the summer tax for the School District for the years 2025 through 2026 (Agreement).

WHEREAS, MCL 211.1 et seq., as amended (General Property Tax Act) authorizes a tax collecting unit to assess property values, to collect property tax levies and administer the tax appeal process, and to add a property tax administration fee of not more than 1% of the total tax bill per parcel for the execution of such services.

WHEREAS, pursuant to Public Act 333 of 1982, as amended, a school district or intermediate school district may negotiate a reasonable expense for the collection of school taxes (Taxes) by the municipality.

WHEREAS, the City, by its Mayor, and the School District, by its authorized representative, have agreed to enter into this Agreement for the collection of the 2025 through 2026 summer tax, which is collected in two parts pursuant to the City Charter.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to be bound by this Agreement.

1. **Collection of Tax Levy.** The City shall assess and collect the summer school Taxes for the School District, for years 2025-2026.
2. **Administration Fee.** The City and the School District agree that the City will collect a 1% statutory property tax administration fee and retain all interest on Taxes collected while the Taxes are in a City account. The City shall retain any penalty levied on delinquent payments and interest earned by the investment of the Tax collection from the date of collection to the calendar day immediately preceding the Due Date.
3. **Wire Transfer.** The City agrees to remit, by wire transfer to the School District, the principal on the collected Taxes, one time a week, every Friday, before 11 a.m., except when Friday is not the last business day of the week, in which case remittance shall be made on the last business day of the week (the "Due Date").
4. **Termination.** Either Party may terminate this Agreement without cause by delivering to the other Party a written notice of termination within 60 days of the date of the end of the annual term, June 30.

5. **Additional Documents.** The Parties shall execute all documents necessary to effectuate the required performance under this Agreement. This includes, but is not limited to, Michigan Department of Treasury Form L-4029 and Macomb County Form MC223.

6. **Michigan Law.** This Agreement shall be governed and construed in accordance with the laws of Michigan. Any action in law or equity by either Party shall be brought in a court of law with proper jurisdiction, in Macomb County, Michigan.

7. **Severability.** If any portion of this Agreement is found to be invalid or unenforceable, the balance of the Agreement shall remain in full force and effect to the fullest extent possible.

8. **Performance and Cost Sharing.** The City and the School District shall mutually perform the covenants and commitments indicated above and shall share in the expenses incurred in the collection of delinquent personal property Taxes and special accounts, such as the industrial facility tax, if applicable, from entities seeking protection under the bankruptcy laws on a pro-rata basis as described herein.

9. **Amendment.** This Agreement may not be modified or amended except by a written document signed by all Parties.

10. **Entire Agreement.** This Agreement represents the entire agreement between the Parties, and all prior understandings, agreements, negotiations, documents, and discussions regarding the subject matter are incorporated herein.

IN WITNESS HEREOF, the City and the School District, by and through their duly authorized officers and representatives, have executed this Agreement as of the date set forth herein.

WITNESS:

CITY OF WARREN:

Print Name:

By: Lori M. Stone
Its: Mayor

Print Name:

By: Sonja Buffa
Its: City Clerk

Notary and signatures continued on next page

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by LORI M. STONE, Mayor, and SONJA BUFFA, City Clerk, on behalf of the City of Warren.

_____, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

WITNESS:

MACOMB COMMUNITY COLLEGE:

Print Name:

By: Elizabeth Argiri
Its: Executive Vice President for Business

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Elizabeth Argiri, its Executive Vice President for Business, on behalf of Macomb Community College.

_____, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

ID 110399

**AGREEMENT BETWEEN THE CITY OF WARREN AND MACOMB
INTERMEDIATE SCHOOL DISTRICT FOR THE COLLECTION OF
SUMMER SCHOOL TAXES, YEARS 2025 THROUGH 2026**

This agreement made this _____ day of _____, 2025, effective July 1, 2025 through June 30, 2026, between the City of Warren, One City Square, Suite 200, Warren, Michigan 48093 (City) and Macomb Intermediate School District, 44001 Garfield, Clinton Township, Michigan 48038 (School District) (each a Party and collectively the Parties), sets forth the terms and conditions under which the City will collect the summer tax for the School District for the years 2025 through 2026 (Agreement).

WHEREAS, MCL 211.1 et seq., as amended (General Property Tax Act) authorizes a tax collecting unit to assess property values, to collect property tax levies and administer the tax appeal process, and to add a property tax administration fee of not more than 1% of the total tax bill per parcel for the execution of such services.

WHEREAS, pursuant to Public Act 333 of 1982, as amended, a school district or intermediate school district may negotiate a reasonable expense for the collection of school taxes (Taxes) by the municipality.

WHEREAS, the City, by its Mayor, and the School District, by its authorized representative, have agreed to enter into this Agreement for the collection of the 2025 through 2026 summer tax, which is collected in two parts pursuant to the City Charter.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to be bound by this Agreement.

1. **Collection of Tax Levy.** The City shall assess and collect the summer school Taxes for the School District, for years 2025-2026.
2. **Administration Fee.** The City and the School District agree that the City will collect a 1% statutory property tax administration fee and retain all interest on Taxes collected while the Taxes are in a City account. The City shall retain any penalty levied on delinquent payments and interest earned by the investment of the Tax collection from the date of collection to the calendar day immediately preceding the Due Date.
3. **Wire Transfer.** The City agrees to remit, by wire transfer to the School District, the principal on the collected Taxes, one time a week, every Friday, before 11 a.m., except when Friday is not the last business day of the week, in which case remittance shall be made on the last business day of the week (the "Due Date").
4. **Termination.** Either Party may terminate this Agreement without cause by delivering to the other Party a written notice of termination within 60 days of the date of the end of the annual term, June 30.

5. **Additional Documents.** The Parties shall execute all documents necessary to effectuate the required performance under this Agreement. This includes, but is not limited to, Michigan Department of Treasury Form L-4029 and Macomb County Form MC223.

6. **Michigan Law.** This Agreement shall be governed and construed in accordance with the laws of Michigan. Any action in law or equity by either Party shall be brought in a court of law with proper jurisdiction, in Macomb County, Michigan.

7. **Severability.** If any portion of this Agreement is found to be invalid or unenforceable, the balance of the Agreement shall remain in full force and effect to the fullest extent possible.

8. **Performance and Cost Sharing.** The City and the School District shall mutually perform the covenants and commitments indicated above and shall share in the expenses incurred in the collection of delinquent personal property Taxes and special accounts, such as the industrial facility tax, if applicable, from entities seeking protection under the bankruptcy laws on a pro-rata basis as described herein.

9. **Amendment.** This Agreement may not be modified or amended except by a written document signed by all Parties.

10. **Entire Agreement.** This Agreement represents the entire agreement between the Parties, and all prior understandings, agreements, negotiations, documents, and discussions regarding the subject matter are incorporated herein.

IN WITNESS HEREOF, the City and the School District, by and through their duly authorized officers and representatives, have executed this Agreement as of the date set forth herein.

WITNESS:

CITY OF WARREN:

Print Name:

By: Lori M. Stone
Its: Mayor

Print Name:

By: Sonja Buffa
Its: City Clerk

Notary and signatures continued on next page

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025 by LORI M. STONE, Mayor, and SONJA BUFFA, City Clerk, on behalf of the City
of Warren.

_____, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

WITNESS:

MACOMB INTERMEDIATE SCHOOL
DISTRICT:

Print Name:

By: Michael R. DeVault
Its: Superintendent

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025 by Michael R. DeVault, its Superintendent, on behalf of the Macomb Intermediate
School District.

_____, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

FEB 11 2025



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION
One City Square, Suite 300
Warren, Michigan 48093-2390
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

TO: Ms. Mindy Moore, City Council Secretary

DATE: January 31, 2025

RE: **CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 3 to City Contract P-22-758, 2022 Large Concrete Pavement Repairs (ITB-W-0577), increasing the current contract amount by \$250,000.00 resulting in an amended contract amount of \$5,010,880.00 to Great Lakes Contracting Solutions and to Approve Payment No. 17 to Great Lakes Contracting Solutions in the Amount of \$240,401.14.**

Attached hereto is a copy of the proposed Contract Modification No. 3 to the City Contract P-22-758, 2022 Large Concrete Pavement Repairs (Great Lakes Contracting Solutions).

The contract modification is for an extension of contract time to July 1, 2025 and an increase in contract funding for as-needed large concrete replacement, edge drain installation, and manhole repairs.

The total amount of the requested additional funding in the attached Contract Modification No. 3 to the City Contract P-22-758, 2022 Large Concrete Pavement Repairs is \$250,000.00 resulting in a total amended contract amount of \$5,010,880.00.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 3 to the City Contract P-22-758, 2022 Large Concrete Pavement Repairs as presented in the attached Contract Modification No. 3.

Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

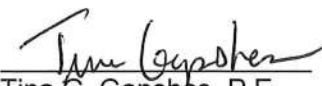
Additionally, it is recommended that Payment No. 17 for the work completed under the contract P-22-758, 2022 Large Concrete Pavement Repairs, in the amount of \$240,401.14 be issued to Great Lakes Contracting Solutions three (3) days after approval of the attached Contract Modification No. 3.

Please place this item on the first available City Council agenda for consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

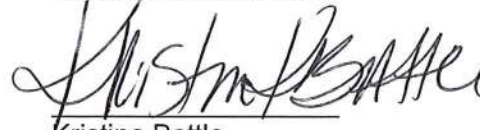
Sincerely,

Read and Concurred:

Read and Concurred:

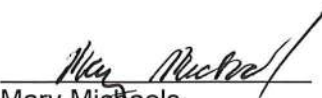

Tina G. Gapshes, P.E.
City Engineer

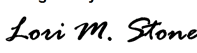

David Muzzarelli
Public Service Director


Kristina Battle
Budget Director

Approved as to Form:

Recommended to Council:


Mary Michaels
Acting City Attorney

Signed by:

76FABF22E3214B9...
Lori M. Stone
Mayor

Attach: Contract Modification No. 3, Proposed Resolution



CONTRACT MODIFICATION

**PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION**

One City Square, Suite 300
Warren, MI 48093
(586) 759-9300
Fax (586) 759-9318
www.cityowarren.org

DATE: January 31, 2025

CONTRACT: P-22-758

MODIFICATION NO.: 3

TO: Great Lakes Contracting Solutions
2300 Edinburgh
Waterford, MI 48328

NECESSITY FOR REVISION: Extension of contract time and funding increase for as-needed large concrete replacement, edge drain installation, and manhole repairs.

Contract Time Extension: Increase the contract completion time to extend to July 1, 2025.

Contract Funding Increase: Contract funding increase in the amount of \$250,000 for additional large pavement repair work at various locations throughout the City.

The Contractor will be held to furnish all materials and labor required for the completion of the work described herein, including all items incidental thereto or necessary to complete the work, even though not specifically mentioned.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed.

The total sum of \$250,000.00 is hereby added to the current contract amount of \$4,760,880.00, resulting in an amended contract amount of \$5,010,880.00.

The above shall be effective upon approval of the Mayor and City Council.

Accepted by: Philip A. Sakalian Digitally signed by Philip A. Sakalian
Date: 2025.02.04 09:09:14 -05'00' Date: _____
For Great Lakes Contracting Solutions (Contractor)

Recommended by: Tina G. Gapshes Date: 2-5-25
Tina G. Gapshes, P.E., City Engineer

Approved by: Warren City Council Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 3 AND PAY ESTIMATE
No.17 TO CITY CONTRACT
P-22-758, 2022 LARGE CONCRETE PAVEMENT REPAIRS
(GREAT LAKES CONTRACTING SOLUTIONS)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,
held on _____, 2025 at _____ p.m. Eastern Daylight Savings Time, in the
Council Chamber at the Warren Community Center Auditorium,
5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following preamble and resolution were offered by Councilperson

_____ and supported by Councilperson _____.

Great Lakes Contracting Solutions and the City of Warren entered into a contract titled P-
22-758, 2022 Large Concrete Pavement Repairs.

Additional locations of large concrete replacement, edge drain installation, and manhole repairs
will be required over the next several months.

The Engineering Division recommends approval of the attached Contract Modification No. 3
to the City Contract P-22-758, 2022 Large Concrete Pavement Repairs with Great Lakes
Contracting Solutions as submitted, extending the contract completion time to July 1, 2025 and
increasing the current contract amount by \$250,000.00 resulting in an amended contract amount of
\$5,010,880.00.

Funding for this work is available in the 2011 Local Street Road Repairs and
Replacement Special Revenue Fund 204-9204-97400.

The Engineering Division further recommends that Payment No. 17 in the amount of
\$240,401.14 for the work completed under the contract P-22-758, 2022 Large Concrete Pavement

Repairs be issued to Great Lakes Contracting Solutions after three (3) days of the City Council approval of the attached Contract Modification No. 3.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled P-22-758, 2022 Large Concrete Pavement Repairs (Great Lakes Contracting Solutions) extending the contract completion time to July 1, 2025 and increasing the current contract amount by \$250,000.00 as presented in the attached Contract Modification No. 3.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 3 for the City Contract P-22-758, 2022 Large Concrete Pavement Repairs in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 17 in the amount of \$240,401.14 payable to Great Lakes Contracting Solutions be issued after three (3) days of the City Council's approval of the Contract Modification No. 3.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan,
hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the
City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk

P-22-758, 2022 Large Concrete Pavement
Contract Modification 3
Great Lakes Contracting Solutions



PAYMENT REQUEST

Date : January 31, 2025

NOTE: CITY COUNCIL APPROVAL REQ

To : Sara Karpuk, Budget Cost Analyst, Controller's Office

From : Engineering Division

Re :	Payment No.	<u>17</u>	Payee :	<u>Great Lakes Contracting Solutions</u>
	Project No.	<u>P-22-758 Large Pavement Repairs</u>		<u>2300 Edinburgh</u>
	Location	<u>City-Wide</u>		<u>Waterford, MI</u>
	Improvement:	<u>Road Reconstruction</u>		

Original Contract Amount	(City Council Approval 8/9/22)	<u>\$2,360,880.00</u>	
Contract Modification #1	(City Council Approval 3/26/24)	<u>\$900,000.00</u>	
Contract Modification #2	(City Council Approval 5/14/24)	<u>\$1,500,000.00</u>	
Prop. Contract Modification #3		<u>\$250,000.00</u>	
Current Contract Amount			<u>\$5,010,880.00</u>

Total Work performed as of 12/20/2024	<u>\$4,897,975.94</u>
Less Retainage 0.20%	<u>\$5,000.00</u>
Net Amount Earned to Date	<u>\$4,892,975.94</u>
Amount of Previous Payment Requests	<u>\$4,652,574.80</u>

Amount Due This Estimate

\$240,401.14

Retainage Previously Withheld	<u>\$5,000.00</u>
Retainage Change this Pay Estimate	<u>\$0.00</u>

Chargeable to :

MTF Local Roads Account#: 203-3463-80206

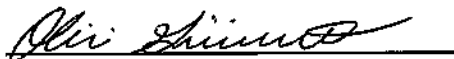
2011 Local Street Road Repairs Special Revenue Fund Account #: 204-9204-97400


\$240,401.14

The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Prepared by:

Approved for Payment by:


Olivia Girimonte
Civil Engineer


Tina G. Gapshes, P.E.
City Engineer

cc: Payee

P-22-758
2022 Large Pavement Repairs
Estimate No. 17



Contractor: Great Lakes Contracting
Address: 2300 Edinburgh
City: Waterford MI

ITEM No.	PAV ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
CONCRETE ITEMS									
1	REMOVE AND REPLACE 6" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER AND 4" 21AA BASE	SY	8,500.0	\$ 63.00	\$ 535,500.00	24606.04	\$ 1,550,180.52	0.00	\$ -
2	REMOVE AND REPLACE 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER AND 4" 21AA BASE	SY	6,000.0	\$ 65.00	\$ 390,000.00	15484.42	\$ 1,001,287.30	0.00	\$ -
3	REMOVE AND REPLACE 8" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER AND 4" 21AA BASE	SY	1,000.0	\$ 68.00	\$ 68,000.00	4892.55	\$ 332,720.40	40.40	\$ 2,747.20
4	REMOVE AND REPLACE 9-12" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER AND 6" 21AA BASE	SY	2,500.0	\$ 84.00	\$ 210,000.00	4069.85	\$ 477,766.60	1015.21	\$ 85,277.64
5	REMOVE AND REPLACE 4" THICK CONCRETE SIDEWALK	SF	1,000.0	\$ 9.50	\$ 9,500.00	4429.69	\$ 42,082.06	955.20	\$ 9,454.40
6	REMOVE AND REPLACE 6" THICK CONCRETE SIDEWALK OR A.O.A. RAMP	SF	1,000.0	\$ 10.50	\$ 10,500.00	3211.89	\$ 33,718.82	940.74	\$ 9,877.77
7	REMOVE AND REPLACE 6" THICK CONCRETE DRIVE APPROACH	SF	12,000.0	\$ 10.50	\$ 125,000.00	26789.75	\$ 281,292.38	277.40	\$ 2,916.50
8	REMOVE AND REPLACE 8" THICK CONCRETE SIDEWALK OR A.O.A. RAMP	SF	1,000.0	\$ 11.50	\$ 11,500.00	34.45	\$ 396.18	0.00	\$ -
9	REMOVE AND REPLACE 8" THICK CONCRETE DRIVE APPROACH	SF	6,500.0	\$ 11.50	\$ 74,750.00	80.43	\$ 924.95	0.00	\$ -
10	REMOVE ONLY 4-6" THICK CONCRETE	SF	1,500.0	\$ 3.00	\$ 4,500.00	524.30	\$ 1,572.90	0.00	\$ -
11	INSTALL A.O.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	400.0	\$ 50.00	\$ 20,000.00	177.70	\$ 8,885.00	67.70	\$ 3,385.00
12	INSTALL VARIABLE HEIGHT SIDEWALK CURB	LF	800.0	\$ 15.00	\$ 12,000.00	92.50	\$ 1,387.50	8.00	\$ 120.00
13	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 6-8" HIGH	LF	1,000.0	\$ 47.50	\$ 47,500.00	101.50	\$ 4,823.25	47.20	\$ 2,242.00
14	UNDERCUT-EXCAVATE UNSUITABLE MATERIAL AND BACKFILL	CY	2,500.0	\$ 55.00	\$ 137,500.00	340.97	\$ 18,759.35	0.00	\$ -
UTILITY ITEMS									
15	REMOVE CATCH BASIN, GATE VALVE IN WELL, OR MANHOLE, COMPLETE	EA	10.0	\$ 800.00	\$ 8,000.00	15.00	\$ 12,000.00	0.00	\$ -
16	REMOVE EXISTING SEWER, COMPLETE	LF	200.0	\$ 20.00	\$ 4,000.00	191.00	\$ 3,820.00	0.00	\$ -
17	INSTALL 2' DIAMETER CATCH BASIN, COMPLETE	EA	10.0	\$ 2,300.00	\$ 23,000.00	13.00	\$ 25,300.00	0.00	\$ -
18	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	10.0	\$ 3,300.00	\$ 33,000.00	3.00	\$ 9,900.00	0.00	\$ -
19	INSTALL 5' DIAMETER GATE WELL OR MANHOLE, COMPLETE	EA	2.0	\$ 3,500.00	\$ 7,000.00	0.00	\$ -	0.00	\$ -
20	ADJUST MANHOLE, CATCH BASIN OR INLET, COMPLETE	EA	40.0	\$ 625.00	\$ 25,000.00	144.00	\$ 90,000.00	4.00	\$ 2,500.00
21	REBUILD MANHOLE, CATCH BASIN OR INLET, COMPLETE	VFT	50.0	\$ 250.00	\$ 12,500.00	69.55	\$ 15,887.50	2.00	\$ 500.00
22	INSTALL A.O.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	25.0	\$ 375.00	\$ 9,375.00	33.00	\$ 12,375.00	1.00	\$ 375.00
23	INSTALL A.O.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	25.0	\$ 250.00	\$ 6,250.00	33.00	\$ 8,250.00	1.00	\$ 250.00
24	INSTALL 6" CORRUGATED PLASTIC EDGE DRAIN [6" B.O.C., 42" DEPTH, PEASTONE TRENCH, WRAPPED IN GEOTEXTILE FABRIC]	LF	6,000.0	\$ 16.75	\$ 100,500.00	15560.60	\$ 260,640.05	305.00	\$ 5,104.75
25	INSTALL 6"-10" DIA. P.V.C. PIPE	LF	250.0	\$ 97.10	\$ 24,275.00	84.00	\$ 8,158.40	0.00	\$ -
26	INSTALL 12" DIA. SCH. 80 P.V.C. [A.S.T.M. D 1785] OR 12" R.C.P. C76-RV PIPE	LF	500.0	\$ 98.00	\$ 49,000.00	219.00	\$ 21,472.00	0.00	\$ -
TRAFFIC CONTROL ITEMS									
27	M.D.O.T. CRUSH, FURNISHED AND OPERATED	EA	1,000.0	\$ 32.50	\$ 32,500.00	3590.00	\$ 116,675.00	165.00	\$ 5,382.50
28	M.D.O.T. TYPE B ILLUMINATED FLASHING ARROW BOARD	EA	10.0	\$ 660.00	\$ 6,600.00	8.00	\$ 5,280.00	0.00	\$ -
29	M.D.O.T. TYPE III BARRICADE	EA	50.0	\$ 102.00	\$ 5,100.00	124.00	\$ 12,648.00	6.00	\$ 612.00
30	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	SF	200.0	\$ 7.15	\$ 1,430.00	1632.50	\$ 11,672.36	434.00	\$ 3,109.10
RESTORATION ITEMS									
31	INSTALL CLASS "A" SOD	SY	200.0	\$ 30.50	\$ 6,100.00	0.00	\$ -	0.00	\$ -
32	RESTORATION, COMPLETE	LS	1.0	\$ 75,000.00	\$ 75,000.00	1.75	\$ 131,250.00	0.00	\$ -

MISCELLANEOUS ITEMS									
39	VERTICAL EXPLORATORY INVESTIGATION	WFT	100.0	\$	35.00	\$	3,500.00	0.00	\$ -
34	CONTINGENCY FOR WORK OUTSIDE OF ORIGINAL CONTRACT ITEMS	LS	1.0	\$	25,000.00	\$	25,000.00	0.29	\$ 7,225.00
35	CREW DOWNTIME FOR LOCATING MIS-MARKED/UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HM	10.0	\$	250.00	\$	2,500.00	10.00	\$ 2,500.00
36	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	3.0	\$	1,500.00	\$	4,500.00	0.00	\$ -
37	PERMIT COSTS FOR MACOMB COUNTY DEPARTMENT OF BONDS	DOL	2,000.0	\$	1.00	\$	2,000.00	0.00	\$ -
38	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 3% of compensation cost)	LS	1.0	\$	68,000.00	\$	68,000.00	1.00	\$ 68,000.00
ADD-ON ITEMS									
39	AGGREGATE BASE (E. SIDE OF CAMPGILL)	TOH	-	\$	42.50	\$	-	76.15	\$ 5,338.38
40	WINTER PROTECTION	SY	-	\$	7.50	\$	-	1593.58	\$ 11,955.85
41	REMOBILIZATION	EA	-	\$	750.00	\$	-	13.00	\$ 9,750.00
42	HAHO CHOP, SWALLOW	LS	-	\$	2,450.00	\$	-	1.00	\$ 2,450.00
43	PATCHING CONC, C/L	CYD	-	\$	475.00	\$	-	8.00	\$ 7,000.00
44	EVERLAST CONC, SEALER	LS	-	\$	425.00	\$	-	1.00	\$ 425.00
45	M-OPENING AT FIRE STATION DRIVE	LFT	-	\$	40.00	\$	-	42.00	\$ 1,680.00
46	BONDS, INSURANCE INCREASE WITH ADDITIONAL \$2.4 MILLION ADDED TO CONTRACT STARTING FROM 3/26/2024-3/31/2025	LS	-	\$	78,200.00	\$	-	1.00	\$ 78,200.00
47	ADDITIONAL REMOBILIZATION FOR DETOUR - MASONIC	LS	-	\$	1,500.00	\$	-	1.00	\$ 1,500.00
48	TEMPORARY MAILBOX SET UP - REPUBLIC/WAGNER ST	LS	-	\$	950.00	\$	-	1.00	\$ 950.00
Total Work Performed as of 12/20/2024					\$	2,360,860.00	\$	4,897,975.94	\$ 240,401.14
Less Retention				0.10%			\$	5,000.00	
Net Amount Earned							\$	4,892,975.94	\$ 240,401.14
Less Previous Payments							\$	4,652,574.80	\$ -
Total Balance Due this Estimate							\$	240,401.14	\$ 240,401.14
<p>I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistant and it has been performed in full accordance with the requirements of the contract.</p> <p style="text-align: right;">Tina O. Gapshe, P.E. City Engineer</p> <p>According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herein is without collusion and fraud in any respect.</p> <p style="text-align: right;">for Green Lakes Contracting Contractor</p>									

P-22-758
2022 Large Concrete Pavement Repairs
Estimate No. 17



Contractor: Great Lakes Contracting Solutions
Address: 2300 Edinburgh
City: Waterford, MI

DESCRIPTION	ORIGINAL CONTRACT AMOUNT	AMOUNT TO DATE	AMOUNT THIS PAYMENT
Original Contract Amount	\$ 2,360,880.00		
Total Work Performed as of: 1/31/2025		\$ 4,897,975.94	\$ 240,401.14
Less Retainage 0.20%		\$ 5,000.00	\$ -
Net Amount Earned		\$ 4,892,975.94	\$ 240,401.14
Less Previous Payments		\$ 4,652,574.80	\$ -
Total Amount Due this Estimate		\$ 240,401.14	\$ 240,401.14
Original Contract Amount	\$ 2,360,880.00		
Total Local Road Capital Improvement Fund Work Performed as of: 1/31/2025		\$ 2,341,313.56	\$ -
Less Retainage 0.21%		\$ 5,000.00	\$ -
Net Amount Earned		\$ 2,336,313.56	
Less Previous Payments		\$ 2,336,313.56	\$ -
MTF Local Roads Account#: 203-3463-80206		\$ -	\$ -
Original Contract Amount	\$ 900,000.00		
Total 2011 Local Street Road Millage Work Performed as of: 1/31/2025		\$ 2,556,662.38	\$ 240,401.14
Less Retainage 0.20%		\$ 5,000.00	\$ -
Net Amount Earned		\$ 2,551,662.38	\$ 240,401.14
Less Previous Payments		\$ 2,316,261.25	\$ -
2011 Local Street Road Repairs Special Revenue Fund Account #: 204-9204-97400		\$ 240,401.14	\$ 240,401.14
I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.			
for the City of Warren, Tina G. Gapsies, P.E. City Engineer			

MEMORANDUM

DATE: February 18, 2025

TO: Mindy Moore, Council Secretary

RE: Appointees

City Council:

Please be advised that the following individual has been appointed to a position within the city:

Name	Title
Craig Bankowski	Police - Captain of Professional Standards

Thank you for your attention to this matter.

Sincerely,



Lori M. Stone
Mayor

Cc: Clerk



CITY CONTROLLER
ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-6726
(586) 574-4600
www.cityofwarren.org

February 11, 2025

Mindy Moore
Council Secretary

RE: Financial Statement Audit Contract

Honorable Council Secretary Moore:

With the successful conclusion of the review of City financial operations for the fiscal year ended June 30, 2024, we would like to finalize payment to Plante Moran for services rendered. Part of the final billing includes payment for services outside the scope of the original agreement. This includes additional work on fixed assets, grants and budgets necessitated by turnover of personnel. It also includes additional testing of estimates of future revenues sources and costs and risk assessments as required by Statements of Accounting Standards (SAS) 143 (Auditing Accounting Estimates and Related Disclosures) and 145 (Understanding the Entity and Its Environment and Assessing the Risk of Material Misstatement). The application of both statements adopted by the American Institute of Certified Public Accountants were effective for the first time for the 2024 Fiscal Year audit. Neither SAS was envisioned when the agreement with Plante Moran was first approved in 2018.

Mindy Moore, Council Secretary
RE: Financial Statement Audit Contract
February 11, 2025
Page 2

The contract with Plante Moran provides multiple hourly rates for ancillary services. The out of scope work performed by the auditor was clearly not anticipated in the original agreement. To facilitate the payment of the balance due to the auditor we need to modify the agreement to include those costs. Further, we should add a contingency to the second year of the extension in case additional compliance work is needed from changes in review requirements from the AICPA or other entities with legal jurisdiction. The suggested language in the attached resolution will allow the City Controller and the auditor to negotiate out of scope services based on rates included in the contract up to \$15,000.

Attached for your review and approval is the appropriate resolution.

Sincerely,



Richard Fox
City Controller



Craig Treppa
Purchasing Agent

Concurred:



Lori Stone
Mayor

RESOLUTION

Document No: RFP-W-9764

Product or Service: Auditing Services Increase of Award

Requesting Department: Controller's Office/37th District Court

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Sealed Request for Proposals were accepted, publicly opened and read on March 21, 2018 at 1 p.m.

On April 24, 2018, Warren City Council approved an award to Plante Moran, PLLC, 1098 Woodward Avenue, Detroit, MI 48226 to furnish Auditing Services for the City of Warren for a four (4) year period, with options to extend for three (3) additional two (2) year periods, with each extension having mutual consent of both parties and being subject to City Council approval. The award has subsequently been extended twice for two (2) year periods, once on March 8, 2022, and again on April 9, 2024, covering fiscal years ending June 30th 2022, 2023, 2024 and 2025.

In accordance with the contract, hourly rates are specified for services outside the scope of the original agreement. For the fiscal year ended June 30, 2024, additional services were needed both for review and correction of issues with the financial statements as provided and for compliance with AICPA Statements of Accounting Standards effective for the first time to the review of Fiscal 2024 operations. The total cost of the out of scope services for the Fiscal 2024 audit is \$13,870.00. We are asking that the Grand Total costs for audit services for Fiscal Years 2024 and 2025 be increased by the out of scope services cost of \$13,870.00 incurred for Fiscal 2024.

In addition, we request that a contingency of \$15,000 be added to the total two year cost in the event additional out of scope services are required for Fiscal 2025. Said costs to be based on hourly contract rates and mutually agreed to by the City Controller and Plante Moran.

In summary, the total authorized two (2) year cost for audit services for Fiscal Years ending June 30, 2024 and 2025, shall be increased from original cost of \$333,555.00 to \$362,425.00 ($\$333,555.00 + \$13,870.00 + \$15,000.00$)

Funds are available in the various departmental accounts.

IT IS RESOLVED, that the agreement with Plante & Moran, PLLC for the audits of fiscal years 2024 and 2025 is hereby increased to a total cost not to exceed \$362,425.00 over the two-year period.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Proposal Documents

(check where applicable)

☐ Contract

☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk



Plante & Moran, PLLC
1098 Woodward Avenue
Detroit, MI 48226
Tel: +1 (248) 352-2500

INVOICE

City of Warren
One City Square
Warren, MI 48093
United States of America

Date: 01/07/2025
Client No: 44538
Invoice No: 10376481
Page: 1

For Professional Services Rendered

Progress bill for services rendered in connection with the June 30, 2024 City of Warren financial statement audit

City Audit	4,100.00
Single Audit	
Water & Sewer Audit	
Preparation of the Annual Comprehensive Financial Report	3,300.00
Court Audit	2,000.00
Out of Scope: assistance related to fixed assets corrections and roll-forwards; grant reconciliations, entries, and budget presentation; implementation of SAS 143 (estimates) and SAS 145 (processes and controls)	13,870.00

Balance Due \$23,270.00 USD

Detailed hours of out of scope services provided

	Hours	Rate	Total
Partner	4.75	\$ 325.00	\$ 1,543.75
Senior manager	16.50	300.00	4,950.00
Manager	13.25	215.00	2,848.75
In-charge	34.00	170.00	5,780.00
Staff	29.25	115.00	3,363.75
	Subtotal		\$ 18,486.25
	Discount		\$ (4,616.25)
	Total		\$ 13,870.00

Remittance Information: Please send all remittance information for electronic payments to Accounts.Receivable@plantemoran.com

	ACH: Preferred Payment Method	Wire Transfer:	Check:
Bank	Bank of America	Bank of America	Plante & Moran PLLC
Routing/ABA#	071000039	026009593	16060 Collections Center
Bank Address	100 North Tryon Street Charlotte, NC 28202	222 Broadway New York, NY 10038	Drive Chicago, IL 60693
Account Number	9890996003	9890996003	
Account Name	Plante & Moran, PLLC	Plante & Moran, PLLC	

Client Payment Portal: <https://www.plantemoran.com/client-payment-portal>

Plante Moran, PLLC's Bill.com ID: 0173649476958972





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-6289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

February 14, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Fire, 37th District Court, and
Administrative Unallocated

Dear Council Secretary Moore:

The City Budget Director has indicated a need to this Council for an increase in appropriations in the amount of \$170,859 to cover increased costs for postage at the 37th District Court, increased unemployment costs and unforeseen auditing services costs.

Additional appropriations are also needed to cover contractual obligations associated with the Local 1383 of the International Association of Fire Fighters Association signed and ratified after adoption of the Fiscal 2025 Budget.

A copy of the amending budget resolution is attached for Council action.

Respectfully,

A handwritten signature in black ink, appearing to read "Kristina K Battle", written over a horizontal line.

Kristina K Battle
Budget Director

Approved: A handwritten signature in blue ink, appearing to read "Lori M. Stone", written over a horizontal line.
Lori M. Stone, Mayor

cc: Rick Fox
W. McAdams
A. Gattari

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2025 BUDGET

A _____ Meeting of the City Council of the City of Warren,
County of Macomb, Michigan held _____, 2025, at 7:00 o'clock p.m.
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member _____
and supported by Council Member _____.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by
Council on May 14, 2024, and

WHEREAS, the City Budget Director has indicated a need to this Council for an
increase in appropriations in the amount of \$170,859 to cover increased costs for postage at the
37th District Court, increased unemployment costs and unforeseen auditing services costs.
Additional appropriations are also needed to cover contractual obligations associated with the
Local 1383 of the International Association of Fire Fighters Association signed and ratified after
adoption of the Fiscal 2025 Budget,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional
appropriation of funds to the following budget line items in the General Fund Budget for fiscal
2025 in the amount of \$170,859.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1136-80200	Postage	\$ 75,000
101-1294-80301	Unemployment Costs	1,067
101-1294-80105	Independent Audit	10,870
101-1336-71303	Clean/Clothing Allowance	5,854
101-1336-71304	Food Allowance – Fire	74,050
101-1336-71500	Social Security	1,248
101-1336-71900	Employee Insurances	1,447
101-1336-71905	Health Savings Plan	<u>1,323</u>
		\$ 170,859
<u>Transfer from:</u>		
101-0000-39601	General Contingency	\$ 170,859

AYES: Council Members _____

NAYS: Council Members _____

MINDY MOORE
Secretary of the Council

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

SONJA BUFFA
City Clerk

DATE: FEBRUARY 12, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: ITB-W-0835; EXTENSION AND INCREASE OF AWARD FOR PROVIDING TRASH REMOVAL SERVICES

The Purchasing Division, in conjunction with the Fire Department, Senior Housing Department, Parks & Recreation, and the Waste Water Treatment Plant, recommends that the award to Provide Trash Removal Services (ITB-W-0835) to Priority Waste, LLC., 45000 River Ridge Dr., Suite 200, Clinton Township, MI 48038, be extended for a one (1) year period, at the same terms and conditions, and an increase of award from \$14,103.32 annually to \$20,407.48 annually (for a total annual increase of \$6,304.16) for the period of April 1, 2025 through March 31, 2026, and future annual extensions.

On February 28, 2023, City Council approved an award to Provide Trash Removal Services to Priority Waste, LLC. for a one (1) year period, with options to renew for four (4) additional one (1) year periods, in an annual amount not to exceed \$14,103.32.

This recommendation before you today is for the second optional renewal period, at the same terms and conditions, and an increase of award from \$14,103.32 annually to \$20,407.48 annually (for a total increase of \$6,304.16) for the period of April 1, 2025 through March 31, 2026, and future annual extensions.

This recommendation for an increase of award is due to the additional dumpsters needed at the new Fire Station #1 and Fire Station #5 (for a total annual increase of \$1,304.16) as well as the addition of contingency funds (an annual amount not to exceed \$5,000.00). The contingency funds are for any potential increases in the quantity of dumpsters or frequency of services needed by any of the using departments. Use of contingency funds will be charged to the using department's accounts.

The City has been pleased with the work being provided by Priority Waste, LLC. over the years.

Funds are available in the following Department Accounts:

Fire Department:	101-1336-93000	\$4,129.84
Parks & Recreation:	208-9208-80100	\$5,408.92
Senior Housing Stilwell:	536-9536-80100	\$1,738.88
Senior Housing JC:	537-9537-80100	\$1,086.80
WWTP:	592-1580-93001	\$3,043.04
Contingency:		<u>\$5,000.00</u>
Total:		\$20,407.48

Respectfully Submitted,



Shanah Turner
Assistant Buyer

Read and Concur,



Craig Treppa
Purchasing Agent



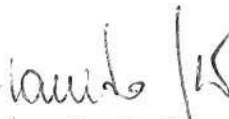
Wilburt McAdams
Fire Commissioner



Sean Clark
Senior Housing Director



Anthony Cosasanta
Parks & Rec Director



Donna Dordeski
WWTP Division Head

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		2/14/2025
MAYOR:		2/17/2025

ITEM	LOCATION	DUMPSTER SIZE (IN YARDS)	TYPE	QTY.	FREQUENCY	ESTIMATED # SVC PER YEAR (QTY. X FREQ.)	COST PER SVC PER CONTAINER	ESTIMATED ANNUAL TOTAL
PARKS AND RECREATION								
IA	Owen Jax Rec. Center 8207 E. Nine Mile Road Warren, MI 48092	8	Frontload	1	Weekly	52	\$ 16.72	\$ \$69.44
IB	Halmich Park 3001 13 Mile Road Warren, MI 48092	8	Frontload	2	2 x per week Monday & Friday April - October and Weekly November - March	96	\$ 16.72	\$ 1,605.12
IC	Warren Community Center 5440 Arden Warren, MI 48092	8	Frontload	1	3 x per week Mon/Thur/Sat	156	\$ 16.72	\$ 2,608.32
ID	Burdick Park (Dog Park) 7000 12 Mile Road Warren, MI 48092	2	Frontload	1	2 x per week Monday & Thursday April - September and Weekly - Thursday October - March	78	\$ 4.18	\$ 326.04
TOTAL ITEM I - PARKS AND RECREATION								\$ 5,408.92

WASTE WATER TREATMENT PLANT (WWTP) - CONTAINERS FURNISHED TO THE WWTP MUST HAVE WHEELS								
2A	WWTP 32360 Warwick Warren, MI 48093	4	Frontload with wheels	3	2 x per week Monday & Thursday	312	\$ 8.36	\$ 2,608.32
2B	WWTP 14505 E 9 Mile Road Warren, MI 48093	4	Frontload with wheels	1	Weekly	52	\$ 8.36	\$ 434.72
TOTAL ITEM 2 - WWTP ENTER ON PAGE THREE OF BID FORM FOR ITEM 2:								\$ 3,043.04

SENIOR HOUSING									
3A	Stillwell Manor 26600 Burg Road Warren, MI 48089	6	Frontload	1	2 x per week Tues & Fri 8:30am - 5:00pm	104	\$	16.72	\$ 1,738.88
3B	Joseph Coach Manor 26540 Burg Road Warren, MI 48089	2 compacted	Frontload	1	Weekly - Tuesdays 8:30am - 5:00pm	52	\$	4.18	\$ 217.36
3C	Joseph Coach Manor 26560 Burg Road Warren, MI 48089	2 compacted	Frontload	1	2 x per week Tues & Fri 8:30am - 5:00pm	104	\$	4.18	\$ 434.72
3D	Joseph Coach Manor 26620 Burg Road Warren, MI 48089	2 compacted	Frontload	1	2 x per week Tues & Fri 8:30am - 5:00pm	104	\$	4.18	\$ 434.72
TOTAL ITEM 3 - SENIOR HOUSING ENTER ON PAGE THREE OF BID FORM FOR ITEM 3:								\$	2,825.68

FIRE									
4A	Fire Station # 1 8321 Nine Mile Road Warren, MI 48099	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4B	Fire Station # 1 (New) 23311 Van Dyke Ave. Warren, MI 48099	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4C	Fire Station # 2 Admin Bldg 23295 Schoenherr Road Warren, MI 48099	6	Frontload	1	Weekly	52	\$	12.54	\$ 652.08
4D	Fire Station # 2 Admin Bldg 23295 Schoenherr Road Warren, MI 48099	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4E	Fire Station # 3 23620 Ryan Road Warren, MI 48091	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4F	Fire Station # 4 6361 Chicago Road Warren, MI 48092	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4G	Fire Station # 5 29900 Hoover Road Warren, MI 48093	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4H	Fire Station #5 (New) 30619 Schoenherr Rd. Warren, MI 48098	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
4I	Fire Station # 6 3090 12 Mile Road Warren, MI 48092	4	Frontload	1	Weekly	52	\$	8.36	\$ 434.72
TOTAL ITEM 4 - FIRE ENTER ON PAGE THREE OF BID FORM FOR ITEM 4:									\$ 4,129.84

GRAND TOTAL		\$ 15,407.48
ENTER AMOUNT ON PAGE THREE OF BID FORM:		

RESOLUTION

Document No: ITB-W-0835 Extension 2 and Increase of Award
Product or Service: Trash Removal Services
Requesting Department: Various

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

On February 28, 2023 City Council approved an award to provide trash removal services to Priority Waste, LLC., 45000 River Ridge Dr., Suite 200, Clinton Twp, MI 48038 for a one (1) year period, with options to renew for four (4) additional one (1) year periods, in an annual amount not to exceed \$14,103.32.

Due to the anticipated increase in the quantity of dumpsters and any potential future increases of quantities and service frequencies, the Purchasing Division, in conjunction with the Fire Department, Senior Housing Department, Parks & Recreation, and the Waste Water Treatment Plant, recommends an extension for a one (1) year period, at the same terms and conditions, and an increase of award from \$14,103.32 annually to \$20,407.48 (\$5,000.00 contingency included) for the period of April 1, 2025 through March 31, 2026 and future annual extensions.

Funds are available in the following Department Accounts:

Fire Department:	101-1336-93000	\$4,129.84
Parks & Recreation:	208-9208-80100	\$5,408.92
Senior Housing Stilwell:	536-9536-80100	\$1,738.88
Senior Housing JC:	537-9537-80100	\$1,086.80
WWTP:	592-1580-93001	\$3,043.04
Contingency:		<u>\$5,000.00</u>
Total:		\$20,407.48

IT IS RESOLVED, that the award is extended for a one (1) year period, at the same terms and conditions, and an increase of award from a not to exceed amount of \$14,103.32 to a not to exceed annual amount of \$20,407.48 to Priority Waste, LLC., for the period of April 1, 2025 through March 31, 2026 and future annual extensions, is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Bid document
☐ Contract
☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: FEBRUARY 12, 2025
TO: SECRETARY, WARREN CITY COUNCIL
SUBJECT: RESCIND AND AWARD OF ITB-W-1388; BURNETTE BRANCH LIBRARY SECURITY SERVICES

The Purchasing Division concurs with the Library Director and recommends that City Council rescind the award of bid ITB-W-1388; for providing Security Services at the Burnette Branch Library, located at 23345 Van Dyke Avenue from H & R Process Serving Group, LLC., 18701 Grand River, Suite 121, Detroit, MI 48223, and to award to Spartan 6 Security, Inc., 36726 Goddard Rd., Romulus, MI 48174, for a one (1) year period, with an option to extend the award for four (4) additional one (1) year periods, in an annual amount not to exceed \$33,000.00.

On Wednesday, January 8, 2025, electronic bids were publicly opened for ITB-W-1388; To Provide Security Services at the Burnette Branch Library. The bid was advertised on the BidNet® (MITN) system. Thirteen (13) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review, along with the schedule of security services.

On January 28, 2025 City Council approved an award to the lowest bidder, H & R Process Serving Group, LLC. to provide security services. However, this company has not been able to provide the required Insurance coverage specified in the bid requirements. Therefore, the City recommends that City Council rescind the award from H & R Process Serving Group, LLC. and award to the second lowest bidder, Spartan 6 Security, Inc.

The City currently utilizes Spartan 6 Security, Inc. at Senior Housing. The City has been pleased with their services and is confident that they will continue to perform to the satisfaction of the City.

The recommended vendor submitted their bid in the amount of \$30,096.00. The Library is requesting that the annual award amount be increased to \$33,000.00 to cover any additional hours that the Library may need for these services.

If approved by your honorable body, the award shall commence upon the official date of City Council approval for a one (1) year period, with an option to extend the award for four (4) additional one (1) year periods, in an annual amount not to exceed \$33,000.00.

Funds for this service are available in the WWTP Account: 592-1580-74300.

Respectfully Submitted,

Read and Concur,

Shanah Turner
Assistant Buyer

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		2/14/2025
MAYOR:		2/17/2025

AS-READ BID SUMMARY

City of Warren
One City Square
Warren MI 48093

Bid: ITB-W-1388
Date Due: 1/8/2025
Department: Library

Product or service: SECURITY SERVICES AT THE BURNETTE BRANCH LIBRARY

BIDDER	WEEKDAY HOURLY RATE	# OF WEEKDAY HOURS	WEEKDAY GRAND TOTAL	WEEKEND HOURLY RATE	# OF WEEKEND HOURS	WEEKEND GRAND TOTAL	ONE YEAR GRAND TOTAL
ALL INCLUSIVE SECURITY & INVESTIGATIONS	\$ 31.20	992	\$ 30,950.40	\$31.20	224	\$6,988.80	\$ 37,939.20
AMERICAN HERITAGE PROTECTIVE SERVICES	\$ 26.03	992	\$ 25,821.76	\$26.03	224	\$5,830.72	\$ 31,652.48
AUSTIN LOGISTICS, LLC.	DID NOT SUBMIT REQUIRED DOCUMENTS, THEREFORE, NOT CONSIDERED						
CENTURY SECURITY GROUP, LLC.	\$ 25.50	992	\$ 25,296.00	\$25.50	224	\$5,712.00	\$ 31,008.00
H&R PROCESS SERVING GROUP, LLC.	\$ 23.00	992	\$ 22,816.00	\$23.00	224	\$5,152.00	\$ 27,968.00
JBI SECURITIES, LLC.	\$ 35.00	992	\$ 34,720.00	\$35.00	224	\$7,840.00	\$ 42,560.00
JET TIME PROTECTION, LLC.	\$ 45.00	992	\$ 44,640.00	\$45.00	224	\$10,080.00	\$ 54,720.00
LAGARDA SECURITY	\$ 29.67	992	\$ 29,432.64	\$44.23	224	\$9,907.52	\$ 39,340.16
PATRIOT SECURITY ENTERPRISE	\$ 26.95	992	\$ 26,734.40	\$26.95	224	\$6,036.80	\$ 32,771.20
PHOENIX INTEGRATED SECURITY	\$ 40.26	992	\$ 39,937.92	\$50.01	224	\$11,202.24	\$ 51,140.16
SECURATCH GUARD SERVICES, LLC.	\$ 26.50	992	\$ 26,288.00	\$26.50	224	\$5,936.00	\$ 32,224.00
SPARTAN 6 SECURITY, INC.	\$ 24.75	992	\$24,552.00	\$24.75	224	\$5,544.00	\$ 30,096.00
VISTA INTERNATIONAL SECURITY, INC.	\$ 25.00	992	\$ 24,800.00	\$25.00	224	\$5,600.00	\$ 30,400.00

For bid comparison purposes, the City is using 992 weekday hours, 224 weekend hours, and zero holiday hours (Library is closed for all holidays).



LIBRARY ADMINISTRATION

ONE CITY SQUARE, SUITE 100
WARREN, MI 48093
(586) 574-4564
www.warrenlibrary.net

February 12, 2025

Craig Treppa
Purchasing Agent
City of Warren

SUBJECT: Recommendation for Award – ITB-W-1388
Spartan 6 Security, Inc.
Security services for the Burnette Branch Library

Upon re-reviewing the security services bid submittals, I am recommending that the City of Warren accept Spartan 6 Security, Inc., the second low qualified bidder for the cost of \$33,000.00, to provide the security services for the Burnette Branch Library. The original selected bidder, H&R Process Serving Group was unable to meet the necessary insurance requirements.

Funds are available in account 9271-80100 (\$33,000.00).

Thank you for your attention to this matter. Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Oksana Urban".

Oksana Urban
Library Director
586-574-4564 x 5001

RESOLUTION

Document No: ITB-W-1388 Rescind and Award
Product or Service: Burnette Library Security Services
Requesting Department: Library

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic bids were accepted, publicly opened and read on January 8, 2025.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

On January 28, 2025 City Council approved an award to the lowest bidder, H & R Process Services Group, LLC. to provide security services to the Burnette Library. However, this company was not able to provide the City with the required insurance coverage. Therefore, the Purchasing Division concurs with the Library to recommend the award to the second lowest bidder, Spartan 6 Security, Inc., 36726 Goddard Road, Romulus, MI 48174.

The recommended vendor submitted their bid in the amount of \$30,096.00. The Library is requesting that the annual award amount be increased to \$33,000.00 to cover any additional hours that the Library may need for these services.

See the table, below, for schedule of security services.

DAY OF THE WEEK	HOURS
MONDAY	9:00 A.M. – 5:00 P.M.
TUESDAY	12:00 P.M. – 8:00 P.M.
WEDNESDAY	9:00 A.M. – 5:00 P.M.
THURSDAY	12:00 P.M. – 5:00 P.M.
FRIDAY	9:00 A.M. – 5:00 P.M.
SATURDAY	9:00 A.M. – 5:00 P.M.

Funds are available in account number: 271-9271-80100.

IT IS RESOLVED, that the bid of H&R Process Service Group, LLC., is hereby rescinded by City Council, and awarded to Spartan 6 Security, Inc., for a one (1) year period, with an option to extend the award for four (4) additional one (1) year periods, in an annual amount not to exceed \$33,000.00.

IT IS FURTHER RESOLVED, that the award shall commence upon the official date of City Council approval.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Bid document
Contract
X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly appointed City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

Sonja Buffa
City Clerk

DATE: FEBRUARY 14, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD OF BID ITB-W-1431; TO FURNISH OVERHEAD DOOR MAINTENANCE SERVICES

The Purchasing Division, in conjunction with the Building Maintenance Superintendent, recommends that Bid ITB-W-1431; to furnish Overhead Door Maintenance Services, be awarded to the low responsible and cost-effective bidder, Garrett Door Company, 300 W. Montcalm Street, Pontiac, MI 48342, for a one (1) year period, with an option to renew for two (2) additional one (1) year periods, at the same terms and conditions, and with mutual consent of both parties, at pricing summarized in the table below and itemized on the attached bid detail sheets, in an annual amount not to exceed \$53,575.00.

ITEM	DESCRIPTION	TOTAL ESTIMATED ANNUAL COST
ITEM 1	Total Estimated Labor Cost for Emergency Services	\$13,200.00
ITEM 2	Total Estimated Material Cost for Emergency Services	\$24,625.00
ITEM 3	Total Estimated Charges for Drop Testing	\$ 5,085.00
ITEM 4	Total Fixed Charges for Preventative Maintenance and Inspections	\$10,665.00
TOTAL ESTIMATED ANNUAL COST:		\$53,575.00

On February 12, 2025 electronic bid ITB-W-1431 for Overhead Door Maintenance services was publicly opened. Bids were solicited through BidNet® (MITN) system with two (2) vendors responding to the solicitation. Their bids are summarized on the attached bid tabulation forms submitted for your review.

The proposed contract includes preventative maintenance (PM) and seeks to minimize the City's cost by identifying required PM actions and safety inspection services to be performed, stating frequency of PM Service, and specifying the minimum tasks included in the PM. PM is priced at a fixed price instead of a per hour price. With proper preventative maintenance performed at recommended regular scheduled intervals costly emergency repairs and system down times will be minimized. In addition, the City will be able to better budget for maintenance, as more of the fixed costs will be known in advance.

No matter how excellent a PM program may be, there will always be unforeseen equipment failures. The proposed contract does allow for emergency repairs on an hourly basis at the rates quoted with the stipulation that the City approve any repairs not covered under warranty. In addition, the City has the option to seek solicitations from other vendors for any repairs that exceed \$1,000.00 if it is determined to be in the best interest of the City.

In addition to preventative maintenance services, Garrett Door Company will conduct drop tests on all twenty-four (24) fire doors within the City in accordance with NFPA 80 Standards. Drop tests are required annually to confirm/verify that the rolling doors will close automatically in the event of a fire.

If approved, this service will commence on March 25, 2025, or upon the official date of City Council approval, whichever occurs later.

Funds for these purchases have been approved in the individual departmental budgets.

Respectfully Submitted,

Read and Concur,



Shanah Turner
Assistant Buyer



Craig Treppa
Purchasing Agent



Jeff Reeves
Building Maintenance Superintendent

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		2/14/2025
MAYOR:		2/17/2025

CORRECTED BID SUMMARY

City of Warren One City Square Warren MI 48093		Bid: ITB-W-1431 Date Due: 2/12/2025 Department: VARIOUS
Product of Service: FURNISH OVERHEAD DOOR MAINTENANCE SERVICES		
BIDDER	GRAND TOTAL	
ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.	\$	146,885.00
GARRETT DOOR, CO.	\$	53,575.00

SUMMARY OF COST		
ITEM	DESCRIPTION	COST
1	TOTAL estimated LABOR COST	\$ 37,650.00
2	MATERIAL COST TO CITY FOR EMERGENCY SERVICES ESTIMATED AT \$25,000 LIST PRICE PLUS 35% MARK UP	\$ 25,875.00
3	TOTAL ESTIMATED CHARGES FOR DROP TEST	\$ 7,780.00
4	TOTAL fixed charges for PREVENTATIVE MAINTENANCE & INSPECTIONS	\$ 75,580.00
GRAND TOTAL (ITEMS 1-4):		\$ 146,885.00

PRICING DETAIL ITEM 1 - ESTIMATED LABOR COST FOR EMERGENCY SERVICES					
LABOR RATE	U.O.M.	Unit Price	x	Estimated Quantities	Total
Door Repairman	HR	\$ 240.00	x	75	\$ 18,000.00
Helper	HR	\$ 240.00	x	40	\$ 9,600.00
Electrician	HR	\$ 175.00	x	30	\$ 5,250.00
Minimum Service Charge for Call Out	EA	\$ 240.00	x	20	\$ 4,800.00
ITEM 1 TOTAL ESTIMATED LABOR:					\$ 37,650.00

PRICING DETAIL ITEM 2 - ESTIMATED MATERIAL COST FOR EMERGENCY SERVICES			
ESTIMATED AT \$25,000	x	35% MARK UP	\$ 25,875.00

PRICING DETAIL ITEM 3 - TOTAL ESTIMATED CHARGES FOR DROP TEST					
ITEM	DESCRIPTION	Unit Price	x	Quantities	Total
3A	Drop Test Only	\$ 185.00	x	24 each	\$ 4,440.00
ESTIMATED COST TO CORRECT FAILURES IN DROP TEST					
3B	Material Cost to City for repairs of failed drop test. Estimated at \$2,000.00 MFG. List Price Plus 30% mark UP				\$ 2,060.00
3C	Labor Rate to correct Failures in the Drop Test	\$ 160.00	x	5 hours	\$ 800.00
3D	Cost to Complete Re-Drop Test	\$ 160.00	x	3 each	\$ 480.00
ITEM 3 GRAND TOTAL:					\$ 7,780.00

PRICING DETAIL ITEM 4 - PREVENTATIVE MAINTENANCE AND INSPECTIONS						
A.	B.	C.	D.	E.	F.	G.
DEPARTMENT	BUILDING LETTER/NAME	LOCATION	DOOR #	PM SCHEDULE Q = QUARTERLY S = SEMI-ANNUALLY A = ANNUALLY	\$ COST PER PREVENTATIVE MAINTENANCE INSPECTION	MULTIPLY COLUMN (F) BY # OF PM PER YEAR
COURT	COURT	LOWER LEVEL CIVIL		S	\$ 160.00	\$ 320.00
SUBTOTAL COURT:						\$ 320.00
CITY HALL	PARKING GARAGE	N.W. EXIT	1	S	\$ 160.00	\$ 320.00
	PARKING GARAGE	N.W. EXIT	2	S	\$ 160.00	\$ 320.00
	PARKING GARAGE	S.E. EXIT	1	S	\$ 160.00	\$ 320.00
	PARKING GARAGE	S.E. EXIT	2	S	\$ 160.00	\$ 320.00
	PARKING GARAGE	MAINT GARAGE		S	\$ 240.00	\$ 480.00
	CITY HALL	ENTRANCE FROM PARKING GARAGE		S	\$ 240.00	\$ 480.00
	CITY HALL	ENTRANCE 2ND FLOOR PARKING GARAGE		S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR TREASURER	1	S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR TREASURER	2	S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR TREASURER	3	S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR TREASURER	4	S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR CLERKS		S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR PROPERTY COMMUNITY DEVELOPMENT		S	\$ 240.00	\$ 480.00
	CITY HALL	2ND FLOOR MAYOR		S	\$ 240.00	\$ 480.00
	CITY HALL	3RD ENGINEERING		S	\$ 240.00	\$ 480.00
	CITY HALL	3RD FLOOR BUILDING	1	S	\$ 240.00	\$ 480.00
	CITY HALL	3RD FLOOR PROPERTY MAINTENANCE	2	S	\$ 240.00	\$ 480.00
	CITY HALL	3RD FLOOR ASSESSING	1	S	\$ 240.00	\$ 480.00
	CITY HALL	3RD FLOOR ASSESSING	2	S	\$ 240.00	\$ 480.00
	CITY HALL	3RD FLOOR PLANNING		S	\$ 240.00	\$ 480.00
	CITY HALL	3RD FLOOR PUBLIC SERVICE		S	\$ 240.00	\$ 480.00
	CITY HALL	4TH FLOOR PERSONNEL	1	S	\$ 240.00	\$ 480.00
	CITY HALL	4TH FLOOR PERSONNEL	2	S	\$ 240.00	\$ 480.00
	CITY HALL	4TH FLOOR PAYROLL		S	\$ 240.00	\$ 480.00
	CITY HALL	4TH FLOOR CONTROLLER		S	\$ 240.00	\$ 480.00
SUBTOTAL CITY HALL:						\$ 11,360.00
POLICE	HQ	BASEMENT RAMP	EXIT	S	\$ 160.00	\$ 320.00
	HQ	BASEMENT RAMP	ENT	S	\$ 160.00	\$ 320.00
	HQ	LOWER LEVEL AT SALLY PORT		S	\$ 160.00	\$ 320.00
SUBTOTAL POLICE:						\$ 1,280.00

WATER	GARAGE	EAST SIDE	1	Q	\$ 185.00	\$ 740.00
			2	Q	\$ 185.00	\$ 740.00
			3	Q	\$ 185.00	\$ 740.00
			4	Q	\$ 185.00	\$ 740.00
			5	Q	\$ 185.00	\$ 740.00
			6	Q	\$ 185.00	\$ 740.00
			7	Q	\$ 185.00	\$ 740.00
			8	Q	\$ 185.00	\$ 740.00
			9	Q	\$ 185.00	\$ 740.00
			10	Q	\$ 185.00	\$ 740.00
			11	Q	\$ 185.00	\$ 740.00
			12	Q	\$ 185.00	\$ 740.00
		WEST SIDE	13	Q	\$ 185.00	\$ 740.00
			14	Q	\$ 185.00	\$ 740.00
			15	Q	\$ 185.00	\$ 740.00
			16	Q	\$ 185.00	\$ 740.00
			17	Q	\$ 185.00	\$ 740.00
			18	Q	\$ 185.00	\$ 740.00
			19	Q	\$ 185.00	\$ 740.00
			20	Q	\$ 185.00	\$ 740.00
			21	Q	\$ 185.00	\$ 740.00
			22	Q	\$ 185.00	\$ 740.00
			23	Q	\$ 185.00	\$ 740.00
			24	Q	\$ 185.00	\$ 740.00
			25	Q	\$ 185.00	\$ 740.00
			26	Q	\$ 185.00	\$ 740.00
		CENTER REAR	27	Q	\$ 185.00	\$ 740.00
SUBTOTAL WATER (DOORS 1 & 20-27 ONLY. ALL OTHER DOORS TO BE CHARGED TO DPW):						\$ 8,580.00

FIRE						
	STATION 1 8321 E 9 Mile	FRONT	SW	Q	\$ 160.00	
			SE	Q	\$ 160.00	
	REAR	NW	Q	\$ 160.00		
		NE	Q	\$ 160.00		
	STATION 2 23293 SCHOENHERR	FRONT	SE	Q	\$ 160.00	
		FRONT	SW	Q	\$ 160.00	
		FRONT	NW	Q	\$ 160.00	
		FRONT	NE	Q	\$ 160.00	
	ADMIN	REAR	NE	Q	\$ 160.00	
		REAR	NE	Q	\$ 160.00	
	STATION 3 23620 RYAN	FRONT	SW	Q	\$ 160.00	
		FRONT	SE	Q	\$ 160.00	
		FRONT	NW	Q	\$ 160.00	
		FRONT	NE	Q	\$ 160.00	
	STATION 4 6361 CHICAGO	FRONT	SW	Q	\$ 160.00	
		FRONT	SE	Q	\$ 160.00	
		REAR	NE	Q	\$ 160.00	
		REAR	NW	Q	\$ 160.00	
	STATION 5 29900 HOOVER	FRONT	SW	Q	\$ 160.00	
		FRONT	SE	Q	\$ 160.00	
		FRONT	NW	Q	\$ 160.00	
		FRONT	NE	Q	\$ 160.00	
	STATION 6 3090 12 MILE	FRONT	SE	Q	\$ 160.00	
		FRONT	SC	Q	\$ 160.00	
		FRONT	SW	Q	\$ 160.00	
		FRONT	NW	Q	\$ 160.00	
	STATION 6 3090 12 MILE	FRONT	MCT1	Q	\$ 160.00	
		FRONT	MCT2	Q	\$ 160.00	
		FRONT	NW	Q	\$ 160.00	
		FRONT	NW	Q	\$ 160.00	
	APPARATUS 6415 CHICAGO	SIDE	W	Q	\$ 160.00	
		SIDE	W	Q	\$ 160.00	
		REAR	N	Q	\$ 160.00	
		REAR	S	Q	\$ 160.00	
	SUBTOTAL FIRE:					\$ 20,480.00

WWTP	A SWITCHGEAR	SOUTH WALL	2	A	\$ 160.00	\$ 160.00
	B GRIT	ELECTRICAL ROOM	4	A	\$ 160.00	\$ 160.00
		CLASSIFIER GARAGE	5	A	\$ 160.00	\$ 160.00
		CLASSIFIER GARAGE	6	A	\$ 160.00	\$ 160.00
	C PLANNED MAINTENANCE	LUNCH ROOM	10	A	\$ 160.00	\$ 160.00
		SOTRAGE ROOM SOUTH WALL	15	A	\$ 160.00	\$ 160.00
		STORAGE ROOM EAST WALL	181	A	\$ 160.00	\$ 160.00
		BASIN FLUSHING PUMP ROOM	182	A	\$ 160.00	\$ 160.00
		MAZE STORAGE AREA	231	A	\$ 160.00	\$ 160.00
		D SERVICE	ELECTRICAL PANEL ROOM MAIN FLOOR	72	A	\$ 160.00
	PUMP REMOVAL ROOM		80	A	\$ 160.00	\$ 160.00
	WET WELL		85	A	\$ 160.00	\$ 160.00
	WET WELL SCREENINGS REMOVAL		235	A	\$ 160.00	\$ 160.00
	E MAINTENANCE	SHOP AREA	86	A	\$ 160.00	\$ 160.00
	F GENERATOR	SOUTH WALL	95	A	\$ 160.00	\$ 160.00
	H AERATION	WEST WALL	102	A	\$ 160.00	\$ 160.00
	I SOLIDS	GBT ROOM EAST	132	A	\$ 160.00	\$ 160.00
		GBT ROOM WEST	133	A	\$ 160.00	\$ 160.00
		AIR COMPRESSOR ROOM	137	A	\$ 160.00	\$ 160.00
		BELT PRESS ROOM	140	A	\$ 160.00	\$ 160.00
	J INCINERATOR	EAST WALL	105	A	\$ 160.00	\$ 160.00
	K PIPE SHOP	WEST WALL	113	A	\$ 160.00	\$ 160.00
	M DECHLORINATION	CHEMICAL STORAGE ROOM	121	A	\$ 160.00	\$ 160.00
	N SAND FILTER	SOUTH WALL	123	A	\$ 160.00	\$ 160.00
		NORTH WALL	125	A	\$ 160.00	\$ 160.00
	O BLOWER	SOUTH	126	A	\$ 160.00	\$ 160.00
		SOUTH CENTER	127	A	\$ 160.00	\$ 160.00
		NORTH CENTER	128	A	\$ 160.00	\$ 160.00
		NORTH	129	A	\$ 160.00	\$ 160.00
	Q VEHICLE STORAGE	EAST	161	A	\$ 160.00	\$ 160.00
CENTER		162	A	\$ 160.00	\$ 160.00	
WEST		163	A	\$ 160.00	\$ 160.00	
T NINE MILE PUMP STATION	NORTH WALL	171	A	\$ 160.00	\$ 160.00	
	SOUTH WALL	257	A	\$ 160.00	\$ 160.00	
V DRYER BUILDING	TRUCK WELL	156	A	\$ 160.00	\$ 160.00	
	LOADING DOCK	191	A	\$ 160.00	\$ 160.00	
Y COGENERATION	EAST	213	A	\$ 160.00	\$ 160.00	
	EAST CENTER	214	A	\$ 160.00	\$ 160.00	
	WEST CENTER	215	A	\$ 160.00	\$ 160.00	
	WEST	216	A	\$ 160.00	\$ 160.00	
SUBTOTAL WWTP:						\$ 6,400.00

PARKS & RECREATION	GARAGE - Warkop	SE	1	A	\$ 160.00	\$ 160.00
	GARAGE - Warkop	NE	1	A	\$ 160.00	\$ 160.00
	GARAGE - Warkop	NW	1	A	\$ 160.00	\$ 160.00
	GARAGE - Transportation	E	3	A	\$ 160.00	\$ 160.00
	GARAGE - Transportation	S	1	A	\$ 160.00	\$ 160.00
	ICERINK - City Hall	W	1	A	\$ 160.00	\$ 160.00
	Owen Jax	S	1	A	\$ 160.00	\$ 160.00
SUBTOTAL PARKS & RECREATION:						\$ 1,120.00

COMMUNICATIONS	GARAGE - Arden	NE	1	A	\$ 160.00	\$ 160.00
SUBTOTAL COMMUNICATIONS:						\$ 160.00

SANITATION	TRUCK GARAGE	NE	1	A	\$ 160.00	\$ 160.00
		N CENTER	2	A	\$ 160.00	\$ 160.00
		NW	3	A	\$ 160.00	\$ 160.00
		SE	4	A	\$ 160.00	\$ 160.00
		S CENTER	5	A	\$ 160.00	\$ 160.00
		SW	6	A	\$ 160.00	\$ 160.00
	WELDERS' GARAGE	NE # 4	4	A	\$ 160.00	\$ 160.00
		NE # 3	2	A	\$ 160.00	\$ 160.00
		NE # 2	3	A	\$ 160.00	\$ 160.00
		MW # 1	1	A	\$ 160.00	\$ 160.00
	FRONT GARAGE	ME	1	A	\$ 160.00	\$ 160.00
		CENTER	2	A	\$ 160.00	\$ 160.00
		NW	3	A	\$ 160.00	\$ 160.00
	GATE	MAINT ENT	1	Q	\$ 140.00	\$ 560.00
SUBTOTAL SANITATION:						\$ 2,640.00

DPW	DPW MECHANICS GARAGE	FRONT	1	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	2	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	3	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	4	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	5	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	6	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	7	S	\$ 160.00	\$ 320.00	
		LEFT SIDE	8	S	\$ 160.00	\$ 320.00	
			21	S	\$ 160.00	\$ 320.00	
			22	S	\$ 160.00	\$ 320.00	
			23	S	\$ 160.00	\$ 320.00	
			24	S	\$ 160.00	\$ 320.00	
			25	S	\$ 160.00	\$ 320.00	
			26	S	\$ 160.00	\$ 320.00	
			27	S	\$ 160.00	\$ 320.00	
			28	S	\$ 160.00	\$ 320.00	
			29	S	\$ 160.00	\$ 320.00	
		DPW VOTING MACHINE STORAGE		9	S	\$ 160.00	\$ 320.00
				10	S	\$ 160.00	\$ 320.00
	DPW GARAGE		11	S	\$ 160.00	\$ 320.00	
			12	S	\$ 160.00	\$ 320.00	
			13	S	\$ 160.00	\$ 320.00	
			14	S	\$ 160.00	\$ 320.00	
			15	S	\$ 160.00	\$ 320.00	
			16	S	\$ 160.00	\$ 320.00	
			17	S	\$ 160.00	\$ 320.00	
			18	S	\$ 160.00	\$ 320.00	
			19	S	\$ 160.00	\$ 320.00	
	DPW VOTING MACHINE		20	S	\$ 160.00	\$ 320.00	
	DPW TRUCK WASH	WEST SIDE	7	S	\$ 160.00	\$ 320.00	
		WEST SIDE	8	S	\$ 160.00	\$ 320.00	
		WEST SIDE	9	S	\$ 160.00	\$ 320.00	
		EAST SIDE		S	\$ 160.00	\$ 320.00	
		EAST SIDE		S	\$ 160.00	\$ 320.00	
		EAST SIDE		S	\$ 160.00	\$ 320.00	
	DPW PUMP ROOM	WEST SIDE		S	\$ 160.00	\$ 320.00	
	COLD STORAGE BLDG		CS1	S	\$ 160.00	\$ 320.00	
			CS2	S	\$ 160.00	\$ 320.00	
SUBTOTAL DPW (DOORS 6,7,8,21,22,23 IN MECHANICS GARAGE CHARGED TO DPW DOORS 2-19 IN WATER CHARGED TO DPW DOORS 1,4,5,24,25,26 IN MECHANICS GARAGE CHARGED TO WATER DOOR 29 IN MECHANICS GARAGE CHARGED TO POLICE):						\$ 23,240.00	
COLUMN G GRAND TOTAL (ENTER THIS AMOUNT ON PAGE 3 OF BID FORM):						\$ 75,580.00	

Allied Building Service Company bid 30-35% Markup for Item 2. The City calculated the corrected extended total based on 35% Markup, therefore, the corrected extended total for Item 2 in the amount of \$25,875.00 is shown above.

Allied Building Service Company bid an incorrect extended total for Item 38 in the amount of \$2,600.00. The corrected extended total for Item 38 in the amount of \$2,060.00 is shown above.

SUMMARY OF COST		
ITEM	DESCRIPTION	COST
1	TOTAL estimated LABOR COST	\$ 13,200.00
2	MATERIAL COST TO CITY FOR EMERGENCY SERVICES ESTIMATED AT \$25,000 LIST PRICE LESS 15% MARKDOWN	\$ 24,625.00
3	TOTAL ESTIMATED CHARGES FOR DROP TEST	\$ 5,085.00
4	TOTAL fixed charges for PREVENTATIVE MAINTENANCE & INSPECTIONS	\$ 10,665.00
GRAND TOTAL (ITEMS 1-4):		\$ 53,575.00

PRICING DETAIL ITEM 1 - ESTIMATED LABOR COST FOR EMERGENCY SERVICES					
LABOR RATE	U.O.M.	Unit Price	x	Estimated Quantities	Total
Door Repairman	HR	\$ 80.00	x	75	\$ 6,000.00
Helper	HR	\$ 80.00	x	40	\$ 3,200.00
Electrician	HR	\$ 80.00	x	30	\$ 2,400.00
Minimum Service Charge for Call Out	EA	\$ 80.00	x	20	\$ 1,600.00
ITEM 1 TOTAL ESTIMATED LABOR:					\$ 13,200.00

PRICING DETAIL ITEM 2 - ESTIMATED MATERIAL COST FOR EMERGENCY SERVICES			
ESTIMATED AT \$25,000	x	15% MARK down	\$ 24,625.00

PRICING DETAIL ITEM 3 - TOTAL ESTIMATED CHARGES FOR DROP TEST					
ITEM	DESCRIPTION	Unit Price	x	Quantities	Total
3A	Drop Test Only	\$ 100.00	x	24 each	\$ 2,400.00
ESTIMATED COST TO CORRECT FAILURES IN DROP TEST					
3B	Material Cost to City for repairs of failed drop test. Estimated at \$2,000.00 MFG. List Price Plus 20% Markdown				\$ 1,960.00
3C	Labor Rate to correct Failures in the Drop Test	\$ 85.00	x	5 hours	\$ 425.00
3D	Cost to Complete Re-Drop Test	\$ 100.00	x	3 each	\$ 300.00
ITEM 3 GRAND TOTAL:					\$ 5,085.00

PRICING DETAIL ITEM 4 - PREVENTATIVE MAINTENANCE AND INSPECTIONS						
A.	B.	C.	D.	E.	F.	G.
DEPARTMENT	BUILDING LETTER/NAME	LOCATION	DOOR #	PM SCHEDULE Q = QUARTERLY S = SEMI-ANNUALLY A = ANNUALLY	\$ COST PER PREVENTATIVE MAINTENANCE INSPECTION	MULTIPLY COLUMN (F) BY # OF PM PER YEAR
COURT	COURT	LOWER LEVEL CIVIL		S	\$ 20.00	\$ 40.00
SUBTOTAL COURT:						\$ 40.00
CITY HALL	PARKING GARAGE	N.W. EXIT	1	S	\$ 25.00	\$ 50.00
	PARKING GARAGE	N.W. EXIT	2	S	\$ 25.00	\$ 50.00
	PARKING GARAGE	S.E. EXIT	1	S	\$ 25.00	\$ 50.00
	PARKING GARAGE	S.E. EXIT	2	S	\$ 25.00	\$ 50.00
	PARKING GARAGE	MAINT GARAGE		S	\$ 25.00	\$ 50.00
	CITY HALL	ENTRANCE FROM PARKING GARAGE		S	\$ 20.00	\$ 40.00
	CITY HALL	ENTRANCE 2ND FLOOR PARKING GARAGE		S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR TREASURER	1	S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR TREASURER	2	S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR TREASURER	3	S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR TREASURER	4	S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR CLERKS		S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR PROPERTY COMMUNITY DEVELOPMENT		S	\$ 20.00	\$ 40.00
	CITY HALL	2ND FLOOR MAYOR		S	\$ 20.00	\$ 40.00
	CITY HALL	3RD ENGINEERING		S	\$ 20.00	\$ 40.00
	CITY HALL	3RD FLOOR BUILDING	1	S	\$ 20.00	\$ 40.00
	CITY HALL	3RD FLOOR PROPERTY MAINTENANCE	2	S	\$ 20.00	\$ 40.00
	CITY HALL	3RD FLOOR ASSESSING	1	S	\$ 20.00	\$ 40.00
	CITY HALL	3RD FLOOR ASSESSING	2	S	\$ 20.00	\$ 40.00
	CITY HALL	3RD FLOOR PLANNING		S	\$ 20.00	\$ 40.00
	CITY HALL	3RD FLOOR PUBLIC SERVICE		S	\$ 20.00	\$ 40.00
	CITY HALL	4TH FLOOR PERSONNEL	1	S	\$ 20.00	\$ 40.00
	CITY HALL	4TH FLOOR PERSONNEL	2	S	\$ 20.00	\$ 40.00
	CITY HALL	4TH FLOOR PAYROLL		S	\$ 20.00	\$ 40.00
	CITY HALL	4TH FLOOR CONTROLLER		S	\$ 20.00	\$ 40.00
SUBTOTAL CITY HALL:						\$ 1,050.00
POLICE	HQ	BASEMENT RAMP	EXIT	S	\$ 25.00	\$ 50.00
	HQ	BASEMENT RAMP	ENT	S	\$ 25.00	\$ 50.00
	HQ	LOWER LEVEL AT SALLY PORT		S	\$ 25.00	\$ 50.00
SUBTOTAL POLICE:						\$ 200.00

WATER	GARAGE	EAST SIDE	1	Q	\$ 25.00	\$ 100.00
			2	Q	\$ 25.00	\$ 100.00
			3	Q	\$ 25.00	\$ 100.00
			4	Q	\$ 25.00	\$ 100.00
			5	Q	\$ 25.00	\$ 100.00
			6	Q	\$ 25.00	\$ 100.00
			7	Q	\$ 25.00	\$ 100.00
			8	Q	\$ 25.00	\$ 100.00
			9	Q	\$ 25.00	\$ 100.00
			10	Q	\$ 25.00	\$ 100.00
			11	Q	\$ 25.00	\$ 100.00
			12	Q	\$ 25.00	\$ 100.00
		WEST SIDE	13	Q	\$ 25.00	\$ 100.00
			14	Q	\$ 25.00	\$ 100.00
			15	Q	\$ 25.00	\$ 100.00
			16	Q	\$ 25.00	\$ 100.00
			17	Q	\$ 25.00	\$ 100.00
			18	Q	\$ 25.00	\$ 100.00
			19	Q	\$ 25.00	\$ 100.00
			20	Q	\$ 25.00	\$ 100.00
			21	Q	\$ 25.00	\$ 100.00
			22	Q	\$ 25.00	\$ 100.00
			23	Q	\$ 25.00	\$ 100.00
			24	Q	\$ 25.00	\$ 100.00
			25	Q	\$ 25.00	\$ 100.00
			26	Q	\$ 25.00	\$ 100.00
		CENTER REAR	27	Q	\$ 25.00	\$ 100.00
SUBTOTAL WATER (DOORS 1 & 20-27 ONLY. ALL OTHER DOORS TO BE CHARGED TO DPW):						\$ 1,200.00

FIRE	STATION 1 8321 E 9 Mile	FRONT	SW	Q	\$ 25.00	\$ 100.00
			SE	Q	\$ 25.00	\$ 100.00
		REAR	NW	Q	\$ 25.00	\$ 100.00
			NE	Q	\$ 25.00	\$ 100.00
	STATION 2 23293 SCHOENHERR	FRONT	SE	Q	\$ 25.00	\$ 100.00
		REAR	SW	Q	\$ 25.00	\$ 100.00
		FRONT	NW	Q	\$ 25.00	\$ 100.00
		REAR	NE	Q	\$ 25.00	\$ 100.00
	ADMIN	REAR	NE	Q	\$ 25.00	\$ 100.00
	STATION 3 23620 RYAN	FRONT	SW	Q	\$ 25.00	\$ 100.00
		REAR	SE	Q	\$ 25.00	\$ 100.00
		FRONT	NW	Q	\$ 25.00	\$ 100.00
		REAR	NE	Q	\$ 25.00	\$ 100.00
	STATION 4 6361 CHICAGO	FRONT	SW	Q	\$ 25.00	\$ 100.00
			SE	Q	\$ 25.00	\$ 100.00
		REAR	NE	Q	\$ 25.00	\$ 100.00
			NW	Q	\$ 25.00	\$ 100.00
	STATION 5 29900 HOOVER	FRONT	SW	Q	\$ 25.00	\$ 100.00
		REAR	SE	Q	\$ 25.00	\$ 100.00
		FRONT	NW	Q	\$ 25.00	\$ 100.00
		REAR	NE	Q	\$ 25.00	\$ 100.00
	STATION 6 3090 12 MILE	REAR	SE	Q	\$ 25.00	\$ 100.00
		REAR	SC	Q	\$ 25.00	\$ 100.00
		REAR	SW	Q	\$ 25.00	\$ 100.00
		FRONT	NW	Q	\$ 25.00	\$ 100.00
		FRONT	NC1	Q	\$ 25.00	\$ 100.00
		FRONT	NC2	Q	\$ 25.00	\$ 100.00
		FRONT	NW	Q	\$ 25.00	\$ 100.00
APPARATUS 6415 CHICAGO		FRONT	S	Q	\$ 25.00	\$ 100.00
		REAR	N	Q	\$ 25.00	\$ 100.00
	SIDE	W	Q	\$ 25.00	\$ 100.00	
	SIDE	W	Q	\$ 25.00	\$ 100.00	
SUBTOTAL FIRE:						\$ 3,200.00

WWTP	A SWITCHGEAR	SOUTH WALL	2	A	\$ 25.00	\$ 25.00
	B GRIT	ELECTRICAL ROOM	4	A	\$ 25.00	\$ 25.00
		CLASSIFIER GARAGE	5	A	\$ 25.00	\$ 25.00
		CLASSIFIER GARAGE	6	A	\$ 25.00	\$ 25.00
	C PLANNED MAINTENANCE	LUNCH ROOM	10	A	\$ 25.00	\$ 25.00
		SOTRAGE ROOM SOUTH WALL	15	A	\$ 25.00	\$ 25.00
		STORAGE ROOM EAST WALL	181	A	\$ 25.00	\$ 25.00
		BASIN FLUSHING PUMP ROOM	182	A	\$ 25.00	\$ 25.00
		MAZE STORAGE AREA	231	A	\$ 25.00	\$ 25.00
	D SERVICE	ELECTRICAL PANEL ROOM MAIN FLOOR	72	A	\$ 25.00	\$ 25.00
		PUMP REMOVAL ROOM	80	A	\$ 25.00	\$ 25.00
		WET WELL	85	A	\$ 25.00	\$ 25.00
		WET WELL SCREENINGS REMOVAL	235	A	\$ 25.00	\$ 25.00
	E MAINTENANCE	SHOP AREA	86	A	\$ 25.00	\$ 25.00
	F GENERATOR	SOUTH WALL	95	A	\$ 25.00	\$ 25.00
	H AERATION	WEST WALL	102	A	\$ 25.00	\$ 25.00
	I SOLIDS	GBT ROOM EAST	132	A	\$ 25.00	\$ 25.00
		GBT ROOM WEST	133	A	\$ 25.00	\$ 25.00
		AIR COMPRESSOR ROOM	137	A	\$ 25.00	\$ 25.00
		BELT PRESS ROOM	140	A	\$ 25.00	\$ 25.00
	J INCINERATOR	EAST WALL	105	A	\$ 25.00	\$ 25.00
	K PIPE SHOP	WEST WALL	113	A	\$ 25.00	\$ 25.00
	M DECHLORINATION	CHEMICAL STORAGE ROOM	121	A	\$ 25.00	\$ 25.00
	N SAND FILTER	SOUTH WALL	123	A	\$ 25.00	\$ 25.00
		NORTH WALL	125	A	\$ 25.00	\$ 25.00
	O BLOWER	SOUTH	126	A	\$ 25.00	\$ 25.00
		SOUTH CENTER	127	A	\$ 25.00	\$ 25.00
		NORTH CENTER	128	A	\$ 25.00	\$ 25.00
		NORTH	129	A	\$ 25.00	\$ 25.00
	Q VEHICLE STORAGE	EAST	161	A	\$ 25.00	\$ 25.00
		CENTER	162	A	\$ 25.00	\$ 25.00
		WEST	163	A	\$ 25.00	\$ 25.00
T NINE MILE PUMP STATION	NORTH WALL	171	A	\$ 25.00	\$ 25.00	
	SOUTH WALL	257	A	\$ 25.00	\$ 25.00	
V DRYER BUILDING	TRUCK WELL	156	A	\$ 25.00	\$ 25.00	
	LOADING DOCK	191	A	\$ 25.00	\$ 25.00	
Y COGENERATION	EAST	213	A	\$ 25.00	\$ 25.00	
	EAST CENTER	214	A	\$ 25.00	\$ 25.00	
	WEST CENTER	215	A	\$ 25.00	\$ 25.00	
	WEST	216	A	\$ 25.00	\$ 25.00	
SUBTOTAL WWTP:						\$ 1,000.00

PARKS & RECREATION	GARAGE - Warkop	SE	1	A	\$ 25.00	\$ 25.00
	GARAGE - Warkop	NE	1	A	\$ 25.00	\$ 25.00
	GARAGE - Warkop	NW	1	A	\$ 25.00	\$ 25.00
	GARAGE - Transportation	E	3	A	\$ 25.00	\$ 25.00
	GARAGE - Transportation	S	1	A	\$ 25.00	\$ 25.00
	ICE RINK - City Hall	W	1	A	\$ 25.00	\$ 25.00
	Owen Jax	S	1	A	\$ 25.00	\$ 25.00
SUBTOTAL PARKS & RECREATION:						\$ 175.00

COMMUNICATIONS	GARAGE - Arden	NE	1	A	\$ 25.00	\$ 25.00
SUBTOTAL COMMUNICATIONS:						\$ 25.00

SANITATION	TRUCK GARAGE	NE	1	A	\$ 25.00	\$ 25.00
		N CENTER	2	A	\$ 25.00	\$ 25.00
		NW	3	A	\$ 25.00	\$ 25.00
		SE	4	A	\$ 25.00	\$ 25.00
		S CENTER	5	A	\$ 25.00	\$ 25.00
		SW	6	A	\$ 25.00	\$ 25.00
	WELDERS' GARAGE	NE # 4	4	A	\$ 25.00	\$ 25.00
		NE # 3	2	A	\$ 25.00	\$ 25.00
		NE # 2	3	A	\$ 25.00	\$ 25.00
		MW # 1	1	A	\$ 25.00	\$ 25.00
	FRONT GARAGE	ME	1	A	\$ 25.00	\$ 25.00
		CENTER	2	A	\$ 25.00	\$ 25.00
		NW	3	A	\$ 25.00	\$ 25.00
	GATE	MAINT ENT	1	Q	\$ 25.00	\$ 100.00
SUBTOTAL SANITATION:						\$ 425.00

DPW	DPW MECHANICS GARAGE	FRONT	1	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	2	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	3	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	4	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	5	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	6	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	7	\$	\$ 25.00	\$ 50.00	
		LEFT SIDE	8	\$	\$ 25.00	\$ 50.00	
			21	\$	\$ 25.00	\$ 50.00	
			22	\$	\$ 25.00	\$ 50.00	
			23	\$	\$ 25.00	\$ 50.00	
			24	\$	\$ 25.00	\$ 50.00	
			25	\$	\$ 25.00	\$ 50.00	
			26	\$	\$ 25.00	\$ 50.00	
			27	\$	\$ 25.00	\$ 50.00	
			28	\$	\$ 25.00	\$ 50.00	
			29	\$	\$ 25.00	\$ 50.00	
		DPW VOTING MACHINE STORAGE		9	\$	\$ 25.00	\$ 50.00
				10	\$	\$ 25.00	\$ 50.00
		DPW GARAGE		11	\$	\$ 25.00	\$ 50.00
			12	\$	\$ 25.00	\$ 50.00	
			13	\$	\$ 25.00	\$ 50.00	
			14	\$	\$ 25.00	\$ 50.00	
			15	\$	\$ 25.00	\$ 50.00	
			16	\$	\$ 25.00	\$ 50.00	
			17	\$	\$ 25.00	\$ 50.00	
			18	\$	\$ 25.00	\$ 50.00	
			19	\$	\$ 25.00	\$ 50.00	
	DPW VOTING MACHINE		20	\$	\$ 25.00	\$ 50.00	
	DPW TRUCK WASH	WEST SIDE	7	\$	\$ 25.00	\$ 50.00	
		WEST SIDE	8	\$	\$ 25.00	\$ 50.00	
		WEST SIDE	9	\$	\$ 25.00	\$ 50.00	
		EAST SIDE		\$	\$ 25.00	\$ 50.00	
		EAST SIDE		\$	\$ 25.00	\$ 50.00	
		EAST SIDE		\$	\$ 25.00	\$ 50.00	
	DPW PUMP ROOM	WEST SIDE		\$	\$ 25.00	\$ 50.00	
	COLD STORAGE BLDG		CS1	\$	\$ 25.00	\$ 50.00	
			CS2	\$	\$ 25.00	\$ 50.00	
SUBTOTAL DPW (DOORS 6,7,8,21,22,23 IN MECHANICS GARAGE CHARGED TO DPW DOORS 2-19 IN WATER CHARGED TO DPW DOORS 1,4,5,24,25,26 IN MECHANICS GARAGE CHARGED TO WATER DOOR 29 IN MECHANICS GARAGE CHARGED TO POLICE):						\$ 3,350.00	
COLUMN G GRAND TOTAL (ENTER THIS AMOUNT ON PAGE 3 OF BID FORM):						\$ 10,665.00	

Garrett Door, Co. bid an incorrect extended total for Item 1 : Helper in the amount of \$3,000.00. The corrected extended total for Item 1: Helper in the amount of \$3,200.00 is shown above.

Garrett Door, Co. bid an incorrect extended total for Item 2 in the amount of \$22,500.00. The corrected extended total for Item 2 in the amount of \$24,625.00 is shown above.

Garrett Door, Co. bid an incorrect extended total for Item 38 in the amount of \$1,600.00. The corrected extended total for Item 38 in the amount of \$1,960.00 is shown above.

RESOLUTION

Document No: ITB-W-1431

Product or Service: Overhead Door Maintenance

Requesting Department: Various

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic bids were accepted, publicly opened and read on February 12, 2025 at 1:00 p.m.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid of Garrett Door Company, 300 W. Montcalm, Pontiac, MI 48342 has been determined to be the low responsible and cost-effective bid for award for a one (1) year period, with an option to renew for two (2) additional one (1) year periods at the same terms and conditions, through mutual consent of both parties, in an annual amount not to exceed \$53,575.00 to provide overhead door maintenance services per the bid form and specification.

In addition, the City has the option to seek solicitation from other vendors for any repairs that exceed \$1,000.00 if it is determined to be in the best interest of the city.

Funds are available in the individual departmental accounts.

IT IS RESOLVED, that the bid of Garrett Door, Co. is hereby accepted by City Council, for a one (1) year period, with an option to renew for two (2) additional one (1) year periods, at the same terms and conditions, through mutual consent of both parties, in an annual amount not to exceed \$53,575.00, commencing on March 25, 2025, or upon the official date of City Council approval, whichever occurs later.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Bid document
☐ Contract
X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly appointed City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

Sonja Buffa
City Clerk

FEB 11 2025



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

One City Square, Suite 300
Warren, Michigan 48093-2390

P: (586) 759-9300

F: (586) 759-9318

www.cityofwarren.org

February 6, 2025

City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION to approve a revised cost sharing agreement between the Macomb County Department of Roads (MCDR) and the City of Warren for road rehabilitation work along 10 Mile Road, from Ryan Road to Sherwood Ave MCDR Work Order No. 2052

The Engineering Division recommends the attached revised contract for road rehabilitation and reconstruction be approved.

The scope of project work has changed. Initially, it was for hot mix asphalt cold milling and resurfacing along 10 Mile Road from Ryan Road to Sherwood Ave. Now the project includes hot mix asphalt cold milling and resurfacing along 10 Mile Road from Ryan Road to Mound Road including sections of pavement removal replacement, concrete curb and gutter, joint repairs and **full concrete reconstruction from Mound Road to Sherwood Ave.** The entire project will include concrete sidewalk and ramp, pavement marking work and related restoration.

The total bid cost is \$6,215,717. The City of Warren's required participation in the project is \$3,107,859 (refer to page 3 of the attached contract) and is summarized as follows:

Preliminary Engineering Cost:	\$ 377,613
Construction Engineering & Inspection:	\$ 742,132
Construction Cost:	\$4,947,546
Administration Fee:	<u>\$ 148,426</u>
Total Cost:	\$6,215,717

Total Cost for Warren (50%): \$3,107,859

The availability of funding for this contract, as stated in the attached City Council resolution, has been confirmed and approved by the Budget Director.

Please place this item on the next available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

A handwritten signature in black ink, appearing to read "David Muzzarelli".

David Muzzarelli
Public Service Director

Funding Approval:

A handwritten signature in black ink, appearing to read "Kris Battle".

Kris Battle
Budget Director

Contract Form Approval:

A handwritten signature in black ink, appearing to read "Mary Michaels".

Mary Michaels
Acting City Attorney

Recommended to Council:

Signed by:

Lori M. Stone

70FADF22E3214B9...
Lori M. Stone
Mayor

Attachment: Contract Copy, Council Resolution

COST SHARE AGREEMENT

This Agreement entered into this 20th day of February, 2025, by and between the Macomb County Department of Roads, hereinafter referred to as "COUNTY"; and the City of Warren, hereinafter referred to as "CITY". This agreement rescinds and replaces the previously-approved Cost Share Agreement for this project dated December 14, 2023.

WHEREAS, COUNTY and CITY initiated a project to rehabilitate 10 Mile Road from Ryan Road to Sherwood Avenue within the CITY, and

WHEREAS, COUNTY has adopted policies relating to CITY's participation in primary and local road projects, and

WHEREAS, COUNTY has agreed with CITY to have the project engineered, constructed, inspected and placed in service, and

NOW, THEREFORE, in order to save public funds and expedite the project, COUNTY and CITY agree to carry out the project under a single contract according to the following terms and conditions:

1. The project termini are:
 - 10 Mile Road from Ryan Road to Sherwood Avenue
2. The total project shall be defined as, but not necessarily include:
 - Required material
 - Contract cost
 - Survey, engineering plans, testing and field staking
 - Labor and equipment rental charges
 - Overhead and fringe benefits
 - Right of way acquisition
 - Preliminary and construction engineering
 - Signing and pavement marking
 - Other labor, materials, etc. to provide a complete project
3. The following cost sharing proportions have been agreed to (Exhibit A):
 - CITY share: Fifty percent (50%) of all project costs
 - COUNTY share: Fifty percent (50%) of all project costs
4. Funds provided by CITY shall be paid in full to COUNTY prior to the start of the project.

5. This agreement covers all related project costs incurred from inception through completion of project. COUNTY, at the request of CITY after completion of said project, will furnish CITY with a statement of actual costs of the project and will remit all collected monies exceeding the total cost of the project including overhead and fringe benefits or collect any additional monies necessary to meet the total cost of the project.
6. Overhead and fringe benefits applied shall be at a rate as determined on an annual basis. This rate is subject to change annually based upon actual costs incurred from the prior year and shall be applied to those costs incurred for that particular period.
7. CITY, COUNTY, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insureds on the Contractor's insurance policy for general liability, automobile liability, excess coverage and worker's compensation.
8. COUNTY agrees to obtain authorization for additional expenditures beyond the limits of the Construction Contract from CITY prior to committal of same.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESS

MACOMB COUNTY

John Paul Rea, AICP, Deputy County Executive

WITNESS

CITY OF WARREN

Lori M. Stone, Mayor

Sonja Buffa, Clerk

**EXHIBIT A
ESTIMATED COST
10 MILE ROAD FROM RYAN TO SHERWOOD
WORK ORDER #2052**

WORK ORDER SUFFIX	DESCRIPTION	AMOUNT	COST SHARE
A	Preliminary Engineering (amount from original contract remaining the same)	\$377,613	50% CITY 50% COUNTY
B	Right of Way Costs	0	
C	Construction Engineering and Inspection (15%)	742,132	50% CITY 50% COUNTY
D	Sign and Pavement Markings	0	
E	Construction Cost	4,947,546	50% CITY 50% COUNTY
E	Administration Fee (3%)	148,426	50% CITY 50% COUNTY
M	Signal Costs	0	
	Total Project Cost to be Shared	\$6,215,717	50% CITY 50% COUNTY

BREAKDOWN OF PARTICIPANT TOTALS:

City of Warren (50%): \$3,107,858 (\$2,416,720 received; \$691,138 amount now due)

Macomb County Department of Roads (50%): \$3,107,859

**** Please note that Macomb County Department of Roads will require an additional payment of \$1,113,812 due to the increased construction cost. Please note that preliminary engineering costs remain the same from prior agreement. Checks should be submitted to Macomb County Department of Roads Finance Department at 117 South Groesbeck Highway, Mt. Clemens, MI 48043. Costs used in this agreement are estimated and you will be responsible for your share of the actual costs incurred. Thank you.***

**RESOLUTION APPROVING A REVISED COST SHARING AGREEMENT
BETWEEN THE MACOMB COUNTY DEPARTMENT OF ROADS AND THE CITY OF
WARREN FOR REHABILITATION OF 10 MILE ROAD FROM RYAN ROAD TO
SHERWOOD AVE**

At a regular meeting of the City Council of the City of Warren, County of Macomb,
Michigan, held on _____, 2025, at 7:00 p.m. Eastern _____ Time,
in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave.,
Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolution were offered by Councilmember
_____, and supported by Councilmember _____.

The Macomb County Department of Roads has initiated a road project to rehabilitate
10 Mile Road from Ryan Road to Sherwood Ave due to the physically deteriorated condition of
the roadway.

The total bid cost of the project is \$6,215,717 and will be apportioned on a 50/50 split
between the Macomb County Department of Roads and the City of Warren.

The City of Warren's share of the participating cost in this improvement project is
\$3,107,858.

The Macomb County Department of Roads has furnished the attached cost sharing
Agreement for the execution of the pavement rehabilitation work on 10 Mile Road from Ryan
Road to Sherwood Ave.

The City Engineer has reviewed the attached *Agreement* and recommends that the City of
Warren approve execution of the *Agreement* as presented, with the City's participating estimated
amount of \$3,107,858.

Funding for the City of Warren's portion of the project costs is available in the Michigan Transportation Fund Bonds, Account 438-9438-97450

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve the execution of the attached cost sharing *Agreement* with the Macomb County Department of Roads for rehabilitation of 10 Mile Road from Ryan Road to Sherwood Ave with the City's share of participating costs estimated at \$3,107,859.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute the aforementioned cost sharing *Agreement*.

IT IS FURTHER RESOLVED, that the City Controller is authorized to issue payments to the Macomb County Department of Roads for the City of Warren's share of the project cost, in the total estimated amount not to exceed \$3,107,859 as specified in the cost sharing *agreement*.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk

FEB 12 2025



**PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION**

One City Square, Suite 300
Warren, Michigan 48093-2390

P: (586) 759-9300

F: (586) 759-9318

www.cityofwarren.org

February 11, 2025

Mindy Moore
City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT) and the City of Warren for HMA rehabilitation work along Stephens Road, from Hoover Road to Van Dyke Ave, MDOT Contract No. 25-5027

The Engineering Division recommends the attached contract for road rehabilitation be approved.

The scope of project work includes HMA cold milling and resurfacing along Stephens Road from Hoover Road to Van Dyke Ave; including concrete sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

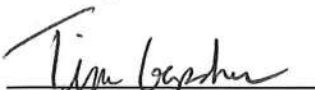
The total road cost is estimated to be \$1,851,400. The City of Warren's required participation in the project after federal aid is applied against the total project cost is estimated to be \$336,030 (refer to page 8 of the attached contract) and is summarized as follows:

Estimated Construction Cost:	\$1,851,400
Less Federal Funds:	<u>\$1,515,370</u>
City's Required Cost Share:	\$ 336,030

The availability of funding for this contract, as stated in the attached City Council resolution, has been confirmed and approved by the Budget Director.

Please place this item on the next available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,


Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:


Dave Muzzafelli
Public Service Director


Funding Approval:


Kris Battle
Budget Director

Contract Form Approval:


Mary Michaels
Acting City Attorney

Recommended to Council:

Signed by:

Lori M. Stone
Mayor

Attachment: Contract Copy, Council Resolution

STP

DA

Control Section	ST 50000
Job Number	219055CON
Project	25A0271
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5027

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WARREN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Warren, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 27, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement repair and hot mix asphalt cold milling and resurfacing along Stephens Road from Van Dyke Avenue to Hoover Road; including concrete sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NOFEDERAL PARTICIPATION

Audio-visual filming and sprinkler work along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

09/06/90 STP.FOR 1/27/25

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

09/06/90 STP.FOR 1/27/25

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has

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made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WARREN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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January 27, 2025

EXHIBIT I

CONTROL SECTION	ST 50000
JOB NUMBER	219055CON
PROJECT	25A0271

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,851,400	\$ 7,725	\$1,859,125

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,851,400	\$ 7,725	\$1,859,125
Less Federal Funds	<u>\$1,515,370</u>	<u>\$ 0</u>	<u>\$1,515,370</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 336,030	\$ 7,725	\$ 343,755

NO DEPOSIT

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DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package

The Data Collection Form

The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**RESOLUTION APPROVING A COST SHARING AGREEMENT BETWEEN THE
MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND THE CITY OF WARREN
FOR CONCRETE REHABILITATION WORK ALONG STEPHENS ROAD
FROM HOOVER ROAD TO VAN DYKE AVE
MDOT CONTRACT NO. 25-5027**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,
held on _____, 2025, at 7:00 p.m. Eastern _____ Time, in Council
Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolution were offered by Councilmember
_____, and supported by Councilmember _____.

The City of Warren had requested Federal Highway Funds for the rehabilitation of
Stephens Road between Hoover Road and Van Dyke Ave, through the Surface Transportation
Program.

The request for funding was approved by the Federal Aid Committee and SEMCOG in the
amount of \$1,515,370.

It is the responsibility of the Michigan Department of Transportation (MDOT) to administer
the dispersal of the approved Federal Highway Funds to the City of Warren.

In order for the City to receive the approved funding, the City of Warren must enter into a
contract with MDOT for the construction of the improvements contained with the attached MDOT
Contract No. 25-5027.

Pursuant to the conditions contained within the Contract No. 25-5027, the City of Warren must reimburse MDOT for the City's remaining portion of the contract construction work in the estimated amount of \$336,030.

The City of Warren has complied with the requirements of MDOT sufficiently to warrant the execution of a Contract No. 25-5027 between the City and MDOT for dispersal of the approved Federal Highway funds.

Funding for the City's portion of the contract construction costs, estimated at \$336,030 is available in the Michigan Transportation Construction Fund account 438-9438-97450.

THEREFORE, IT IS RESOLVED that the City of Warren approves the execution of the attached Contract No. 25-5027 with the Michigan Department of Transportation for all work as described in the contract document.

IT IS FURTHER RESOLVED that the Mayor and Clerk of the City of Warren are hereby authorized to execute MDOT Contract No. 25-5027 in such form that meets the satisfaction of the City Attorney, and to issue payment monthly as invoiced by the Michigan Department of Transportation and outlined in the contract for those contract costs that are the responsibility of the City of Warren.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk

Resolution

MDOT Contract No. 22-5342, Masonic Blvd HMA Pavement Resurfacing (400 feet west of Hoover Road to Schoenherr Road)

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk



CITY ATTORNEY'S OFFICE

One City Square, Suite 400
WARREN, MI 48093
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

February 7, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

**Re: AGREEMENT AND RESOLUTION APPROVING FITNESS PASSPORT
SERVICE AGREEMENT BETWEEN THE CITY OF WARREN AND ONE PASS
SOLUTION, INC (OPTUM)**

Dear Council Secretary Moore

Please find the attached Agreement between the City of Warren and One Pass Solution, Inc (Optum) for Fitness Passport Services and corresponding Resolution.

Under the Agreement, members of Optum's fitness program are provided access to the City's fitness facilities. If the participants use the City's facilities (as required by the program), Optum reimburses the City for providing access. This is a great opportunity for Warren seniors to improve their health and fitness. The contract term is one year with nine optional one-year renewal terms.

I have approved the Agreement and Resolution as to form. Please place on the next agenda for consideration and adoption. If you have any questions, please feel free to contact me.

Sincerely,

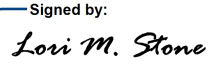

Caitlin Murphy
Assistant City Attorney

Cm/s/ltr to council re optum agreement/id110314

Read and concur:


Mary Michaels
Acting City Attorney

Approved:

Signed by:

Lori M. Stone
Mayor

cc: Anthony Casasanta, Director of Parks and Recreation
David Klein, Assistant Director of Parks and Recreation

**RESOLUTION APPROVING FITNESS PASSPORT SERVICE
AGREEMENT BETWEEN THE CITY OF WARREN
AND ONE PASS SOLUTION, INC (OPTUM)**

At a regular meeting of the City Council of the City of Warren, Macomb County,
Michigan held on _____, 2025 at 7 p.m.

_____ Time in the Council Chambers of the Warren
Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolution were offered by Councilmember
_____ and supported by Councilmember _____.

Optum is a provider of specialized health care support solutions to assist people
in improving their health, providing exercise and training equipment, and access to
locker rooms. Pursuant to the Agreement, the City will allow Optum program
participants to use the City's fitness facilities. If a participant uses the facilities as
required by the fitness program, Optum will pay the City a set amount based on the
number of visits.

IT IS RESOLVED, that City Council approves this Agreement with One Pass
Solutions, Inc (Optum).

IT IS FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute
any such documents that are necessary for this approval consistent with the terms of
the contract and in such form that meets with the satisfaction of the City Attorney.

AYES: Councilmembers: _____

SONJA BUFFA
City Clerk

FITNESS PASSPORT SERVICE AGREEMENT

This **Fitness Passport Service Agreement** (this "Agreement") is entered into on January 1, 2025 (the "Effective Date"), by and between One Pass Solutions, Inc., including its affiliates ("Optum") and City of Warren, including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan or individual covered by a qualifying employer that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan or individual covered by a qualifying employer that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2026 ("Initial Term"). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a "Renewal Term") for up to nine (9) renewal terms, or until otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent

Renewal Term may be referred to collectively or separately as "Term."

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term prior to September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.
- d) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party's willful or negligent act or omission.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an

escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by a Freedom of Information request, law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials. Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of

the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. If Optum uses the Network Marks, Network may review the material before it is used. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of a third party claim and to the extent such Damages directly arise from or are the result of the indemnifying Party's: (i) breach of this Agreement; or (ii) negligence or willful misconduct.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior

written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Optum, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Optum agrees to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third-party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:

Optum

1 Optum Circle

Eden Prairie, MN 55344

Attn: Contracts Administration MN101-W013

Notice to Network:

City of Warren

Director of Parks and Recreation

5460 Arden

Warren, MI 48092

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

One Pass Solutions, Inc.

1 Optum Circle
Eden Prairie, MN 55344

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Warren

One City Square
Warren, Michigan 48093

Signature: _____
LORI M. STONE, MAYOR

Date: _____

Signature: _____
SONJA BUFFA, CITY CLERK

Date: _____

STATE OF MICHIGAN)

) SS.

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me
on this _____ day of _____, 2025 by
LORI M. STONE, MAYOR, and SONJA BUFFA, CITY CLERK
as authorized by the CITY OF WARREN.

Notary Public
County of Macomb,
State of Michigan
My commission expires: _____
Acting in the County of Macomb

WARREN LEGAL DEPARTMENT
APPROVED AS TO FORM

Signature: _____

Name: _____

Date: _____

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre-determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Medicare/Medicaid Member Participation Requirement	Network Reimbursement amount paid by Optum
Medicare/Medicaid Member visits any Participating Facility during calendar month	\$2.75 per visit to Participating Facility with a maximum monthly payment of \$20.00 (7 visits)
Commercial Member Participation Requirement	Network Reimbursement amount paid by Optum
Commercial Member visits any Participating Facility during calendar month	\$2.75 per visit to Participating Facility with a maximum monthly payment of \$20.00 (7 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

1. **Most Favored Reimbursement:** Network represents and warrants that the Network Facility Reimbursement as outlined in this Agreement is equal to or lower than the reimbursement per-visit rates and maximum monthly fees being offered by Network to any other customer for the same or similar services. If during the term of this Agreement Network enters into an agreement or arrangements with any other customer contracting with Network for the benefit of its members which includes lower reimbursement per-visit rates or maximum monthly fees for the same or similar services as stated in this Agreement, Network shall promptly identify such lower per-visit rates and/or maximum monthly fees to Optum, and the Parties shall execute an amendment to this Agreement to incorporate the change in Network Facility Reimbursement effective as of the date that the Network made such lower rates available to such customer.

III. **Description of Services:**

1. **Network Responsibilities:**

Network shall be responsible for:

- a) Participating Facility Membership Fees: In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.
- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Completing all enrollment paperwork, program training and staff training necessary to begin accepting Members within thirty (30) business days of the Agreement Effective Date. Network will be listed as a Participating Facility on Fitness Passport Program website within thirty (30) days of the Agreement Effective Date.
- g) Between August 15th and September 1st of each calendar year, Network shall report to Optum by email to the following email address fitnessnetwork@optum.com whether or not Network has executed a contract for the next calendar year with any other customer for the same or similar services.
- h) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.

- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network



CITY ATTORNEY'S OFFICE

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

February 19, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

**Re: Proposed Resolution Approving Renewal of Cable Franchise for
WideOpenWest Michigan, LLC under Uniform Video Services Local
Franchise Act**

Dear Council Secretary Moore:

Attached please find the above-noted resolution to renew the WideOpenWest Michigan LLC cable franchise under the Uniform Video Services Local Franchise Act, Act No. 480 of the Public Acts of 2006 (the Act).

Since 2001, WOW has been providing competitive cable services to the community, after acquiring the rights from Ameritech New Media.

In 2006, the State of Michigan adopted what is known as the Uniform Video Services Local Franchise Act, which sets forth uniform terms for cable franchises. The Act provides for a standardized franchise agreement form that includes minimum franchise requirements, without regard for the individualized needs or interests of a community. Pertinent to this matter, the Act prohibits a local community from imposing franchise requirements other than allowed under the Act. A community and cable provider may voluntarily agree to additional local franchise requirements, however a community may not unilaterally impose a condition upon a provider.

In 2012, WOW submitted an application under the Act, which the City challenged as incomplete and inadequate. A committee of the whole was held with Council, and following the meeting, the City attempted to negotiate terms to support PEG operations. Based upon a prior 2003 agreement made with the City, and terms applicable to the City's incumbent provider, WOW held to its position, and a long impasse resulted.

In an attempt to finally formalize a franchise, and avoid State intervention, WOW and the City negotiated an agreement which would support local PEG operations and provide WOW with satisfaction that its PEG support was consistent with the incumbent.

In summary, the agreement provides for a 2% PEG fee, along with the standard 5% franchise fee. WOW will continue to provide complimentary cable services to 13 public buildings, and continue to serve the school districts, along with a \$15,000 administrative fee to support PEG operations.

As Council may be aware, the PEG fee and franchise fees may legally be passed along to subscribers, and may be itemized on the bill. WOW currently itemizes the franchise fee. The 2% PEG fee will appear as a new charge on subscriber bills.

Communications Director Clarissa Cayton is familiar with the terms, and has consented to the proposed terms.

If acceptable, please submit the attached resolution and corresponding agreement and addendum to Council for consideration at its meeting on February 25, 2025.

Very truly yours,



Mary Michaels
Acting City Attorney

Attachments

cc: Michael Healy, Attorney for WOW
Clarissa Cayton, Communications Director

Read and Concur:

Signed by:



76FADF22E3214B9...

Lori M. Stone
Mayor

**RESOLUTION APPROVING RENEWAL OF CABLE FRANCHISE FOR
WIDOPENWEST MICHIGAN, LLC UNDER UNIFORM VIDEO SERVICE LOCAL
FRANCHISE ACT, 2006 PUBLIC ACT 480**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, at 7 p.m. Eastern _____ Time, in the Council Chamber in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following preamble and resolution were offered by Councilperson

_____ and supported by Councilperson _____.

On June 24, 1997, the City approved competitive cable services in Warren by granting a franchise to Ameritech New Media. In 2001, Council approved an assignment of the franchise to the current competitive cable provider WideOpenWest Michigan, LLC ("WOW").

Effective January 1, 2007, the State Legislature adopted the Uniform Video Services Local Franchise Act, 2006 Public Act 480 (the Act), which provides for the approval of cable franchises on standard, State-prescribed terms.

In 2012 and in 2020, WOW submitted an application under the Act, which the City challenged as incomplete, and based upon the failure to address local public, educational and governmental (PEG) programming. The City and WOW attempted to resolve the dispute, resulting in a long impasse and failed negotiations.

The City and WOW have been able to reach an agreement on terms that support PEG operations, and which gives WOW satisfaction that its support is comparable to the incumbent provider.

THEREFORE, IT IS RESOLVED, that the Mayor and Clerk are authorized to execute the renewal of the Uniform Video Service Local Franchise Agreement and Addendum, in such form that meets with the satisfaction of the City Attorney and subject to the reservation of legal rights, insurance and the provision capacity for four (4) PEG channels

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this 25th day of February, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on February 25, 2025.

SONJA BUFFA
City Clerk

ADDENDUM TO UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT BETWEEN WIDOPENWEST MICHIGAN, LLC AND CITY OF WARREN

This Amendment is made between WideOpenWest Michigan, LLC, Delaware limited liability company, with a local registered office at 3410 Belle Chase Way, Suite 600, Lansing, Michigan 48911 ("WOW"), and the City of Warren, a Michigan municipal corporation whose address is One City Square, Warren Michigan 48093 ("the City").

1. On December 31, 2001, WOW assumed the Cable Television Franchise Agreement between Ameritech New Media and the City of Warren dated June 24, 1997 ("Franchise Agreement"), and agreed to be bound by and accept all the terms of the Franchise Agreement.
2. Effective August 31, 2003, WOW and the City entered into an agreement at avoid the pass-through to subscribers for a PEG fee.
3. In exchange for the monthly payment of a PEG fee, the City and WOW agreed to the payment to the City of a one-lump payment that would not be passed on to subscribers.
4. This arrangement remained in effect until the expiration of the franchise in 2012.
5. In 2012, WOW submitted an application to renew the cable franchise pursuant to the Uniform Video Services Local Franchise Act, MCL 484.3301, et. seq. (State Act), which provides for franchises awarded or renewed according to State-prescribed standards and forms.
6. Pursuant to the Act, the City submitted a notice of incomplete application, and the parties did not agree upon the completeness of the application, and no resolution has been reached.
7. The franchise continued according to terms of the State Act without a formal agreement to PEG channels or level of support. WOW paid the five percent franchise fee and continued to provide local PEG channels.
8. Pursuant to an agreement with the largest cable incumbent, the City has been provided with in-kind support and a PEG fee that equates to the monetary equivalent of a 2 percent PEG fee, based upon WOW's past gross revenues.
9. The City demanded payment of past PEG fees, and WOW has rejected the demand on grounds of inability to pass through to subscribers and on grounds of prior lump sum payment. Protracted negotiations did not resolve the dispute.
10. In the meantime, the parties mutually seek to formalize a franchise agreement to secure their respective franchising positions, and agreed to the Uniform Video Service Local Franchise Agreement, pursuant to 2006 Public Act 480, on terms of this Addendum to avoid the uncertainty of an outcome before the Michigan Public Service Commission.

Therefore, in the interest of continuing harmonious relations, continuity of competitive cable services in the City of Warren, and to expand service opportunities for the City of Warren

and WOW, the parties agree to the following:

1. The parties agree to the terms and provisions of the attached State Franchise, except as otherwise supplemented or stated in this Addendum.
 2. The State Franchise is granted to the City of Warren, subject to the following terms:
 - a. The term of the Franchise is 10 years.
 - b. For the duration of the Franchise Agreement, Comcast shall provide the following support to public, governmental and educational programming and facilities (PEG Support), the following:
 - i. Complimentary basic cable services and DTA's at 13 City of Warren public buildings.
 - ii. WOW will continue to provide PEG programing transport to and from its headend without charge to the City or to school districts.
 - iii. WOW will continue to make available to the City of Warren channels on the system for the delivery of public and/or local programming throughout the City of Warren, which are currently assigned and designated as Channel 10 and Channel 18, and two channels available for educational programing currently designated as Channel 20 and 22. In the event such channels are moved, the City and School Districts must be given 30 days advance written notice of the relocation, and the channels must otherwise be accessible through the use of the "DTA", or similar reasonable priced adaptor for the use by subscribers. WOW will reimburse the City, and School District, if Wow changes the assignment, WOW will pay to the City and to each affected school district \$2,500 for the rebranding costs incurred by Warren.
- Any HD channel that may be provided in the future will also be given a dedicated channel assignment that is not to be re-assigned without 90 days' notice.
- iii. WOW will continue to furnish and maintain to the City and each school district in Warren, all modulators, signal, transmission and interface equipment necessary to enable each school district in the City to carry and deliver video programming originating from one location designated by each school district for viewing on an educational channel retransmitted within the geographical boundaries of the school district.
 - iv. WOW will provide and maintain all fiber optic feeds and laser transmitter and receivers to enable the City to carry video programming originating from the Warren Community Center, Warren City Hall and 37th Judicial District Court on the local and governmental channels.
 - v. Effective retroactive from January 1, 2025, WOW will pay a PEG fee based upon two percent of its gross revenues (PEG Fee) stated in section 8 (2) of the State Agreement.
 - vi. In addition, WOW will pay an administrative fee of \$15,000 upon its execution of this Addendum, which the City shall dedicate for PEG programing.
 - vii. In the event of any change to the means of transmission of services to subscribers, the PEG channels will be carried on such service, and such service will be included within the gross revenue base from which PEG and Franchise fees are computed. For clarity, this includes any streamed services or services transmitted by means of an IP.

c. WOW will designate a representative who will serve as a liaison between the City and Wow to process and respond to subscriber or resident complaints about service, the system and franchise issues. WOW and the City will cooperate in achieving a mutually satisfactory resolution to such complaints in a timely and amicable manner.

d. In its annual reports, as provided under the State Franchise, WOW will provide the City's Communications Director with a cable subscriber count by household to the nearest 1,000 amount. The City of Warren will keep this information confidential and not disclose the same to a third party, unless compelled by law.

e. WOW will provide and keep in effect insurance in the types and amounts set forth in the Prior Franchise, with the inclusion of sudden accidental environmental as required by the METRO Act. The insurance must name as Additional Insured: The City of Warren, City of Warren Downtown Development Authority, City of Warren Building Authority, 37th Judicial District Court, and their officers, employees, agents, boards and commissions, and volunteers.

This addendum is supplemental to the Uniform Video Service Local Franchise Agreement ("State Franchise") executed contemporaneously with this Addendum. In the event of any conflict between the terms of this Addendum and the State Franchise, this Addendum will control. Except for different or additional terms as provided in this document, the documents are supplemental. The City reserves its rights under Federal Act.

WideOpenWest of Michigan, LLC

By: _____

Dated: _____

City of Warren, a Michigan municipal corporation

By: _____
Lori M. Stone
Mayor

By: _____
Sonja Buffa
City Clerk

Dated: _____

WOW.franchisamendment

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Warren, a Michigan municipal corporation (the "Franchising Entity"), and Wideopenwest, a Michigan limited liability company corporation doing business as WOW!.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**. (4 channels)
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 2%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement; monetary/in-kind;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within **15 days** of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Warren:

Wideopenwest Michigan, LLC

One City Square, Suite 400

Warren, Michigan 48093

Attn: Communications Director and
Warren City Attorney

~~FAX NO.~~

Attn:

~~FAX NO.~~

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.
- F. This agreement is subject to the Addendum executed contemporaneously with this document.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Warren, a Michigan Municipal Corporation

By
Lori M. Stone
 Print Name
Mayor
 Title
One City Square
 Address
Warren, MI 48093
 City, State, Zip
(586) 574-4520
 Phone
 Fax
mayor@cityofwarren.org
 Email

* See below

Wideopenwest Michigan, LLC, a Michigan limited liability company corporation doing business as WOW!

By
 Print Name
 Title
 Address
 City, State, Zip
 Phone
 Fax
 Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

* By:
Sonja Buffa
 Print Name
City Clerk
One City Square, Warren, MI 48093
 Address
sbuffa@cityofwarren.org

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
 (Form must be typed)

Date:		
Applicant's Name:		
Address 1:		
Address 2:		Phone:
City:	State:	Zip:
Federal I.D. No. (FEIN):		

Company executive officers:

Name(s):
Title(s):

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name:		
Title:		
Address:		
Phone:	Fax:	Email:

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

--

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, [insert NAME], of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed):

Signature:

Date:

(Franchising Entity)

[insert NAME of City/Village/Township], a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 1

ATTACHMENT 2

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant to 2006 Public Act 480) (Form must be typed)

Affected Franchise Agreement(s):

Date: Type of Change (Check one): ☐ Amended ☐ Termination ☐ Transfer

Current information on record:

Applicant's Name:		
Address 1:		
Address 2:		Phone:
City:	State:	Zip:
Federal I.D. No. (FEIN):		

For Amended Agreement(s):

Agreement that is being Amended:

Types of Amendments:

A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)

1.	Existing Name:
2.	New Name:

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:

1. New Principal/business office address:

Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

2. New Name and Title of person authorized to receive notice:

Name:	Title:
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

C. Increase/Decrease in the Territory:1. Reason for the change:2. Description of change:3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

For Termination:

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

ATTACHMENT

Name of New Franchise Holder or controlling parent company as applicable:	
Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
Federal I.D. No. (FEIN):	
Email:	

Company executive officers:

Name(s):
Title(s):
Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Describe the video service area footprint as set forth in Section 2(3)(e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

--

[Option A, for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B, for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C, for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]]

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

--

Effective date of Transfer:

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer:

For All Applications:

**Verification
(Provider)**

I, [insert NAME], of lawful age, and being first duly sworn, now state: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed):

Signature:

Date:

(Franchising Entity)

City of [insert NAME of City/Village/Township], a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 2

ATTACHMENT 3

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

(Form must be typed)

THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is considered completed and approved on this date [insert month & day], 20[insert two digit year], pursuant to 2006 PA 480, Section 3(3) between City of [insert NAME of City/Village/Township], a Michigan municipal corporation (the "Franchising Entity"), and [insert NAME of Video Franchising Entity], a [insert NAME of State of Incorporation/formation] corporation doing business as [insert DBA name].

Pursuant to Section 3(3) of the Act, "A Franchising Entity shall have 30 days after the submission date of a complete franchise agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the franchise agreement or approve the franchise agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the franchise agreement approved."

The Uniform Video Service Local Franchise Agreement was first filed on [insert month & day], 20[insert two digit year], and has exceeded the 30 day submission date (pursuant to Section 3(3) of the Act) on [insert month & day], 20[insert two digit year]. Attachment 3 is being sent as a notification of a Franchise Agreement that is considered completed and approved to both City of [insert NAME of City/Village/Township], a Michigan municipal corporation (the "Franchising Entity"), as well as the Michigan Public Service Commission.

(Provider)

I, [insert NAME], of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed):	
Signature:	Date:

MEMORANDUM

DATE: February 18, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Sidewalk and Tree Commission

City Council:

Pursuant to 9.7 of the City Charter and by the authority vest in me, I hereby notify you of the following new appointment:

Name

Shabbir Khan

Date of Expiration

June 30, 2028

City Council approval is required. Your concurrence in this matter is appreciated, however per City Charter Section 7.6, Council, at such meeting or at its next meeting, may disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,



Lori M. Stone
Mayor

Cc: Clerk
Engineering

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Fri 7/19/2024 4:24 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Cultural Commissioner, Senior Health Care Commission, and Civil Service Commission

Name

Shabbir Khan Shabbir

Address

Khan

[REDACTED]

Warren, Warren MI [REDACTED]

[Map It](#)

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

12

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

- Build website for diversified students who wants to take student loan
- Worked with different community as volunteer for different activities such as help raise fund for candidate who wants to run the election, engage in different sports for youth and help students who comes from abroad with their necessities etc.

Education

Associate Degree in Business Administration and General Science.
Certified IT Consultant.

Affiliations (Clubs, Fraternal, Military, Church, etc.)

None

Political Offices held, if any (Please include dates of service)

None

Please feel free to add any additional information

I ran as a city council member from city of Warren in the year of 2023 election.


Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

Warren, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: KHAN SHABBIR

Summary Information

> Residential Building Summary

- Year Built: 1965
- Full Baths: 1
- Sq. Feet: 1,514

- Bedrooms: 0

- Half Baths: 0

- Acres: 0.169

> Assessed Value: \$123,530 | Taxable Value: \$64,229

> Property Tax information found

> 5 Building Department records found

> Utility Billing information found

Owner Information

KHAN SHABBIR

Warren, MI

Amount Due

Property Total \$0.00

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB20-000955		Expired	8/6/2020		\$0.00	View
Electrical	PE13-000507		Finaled	3/1/2013	4/1/2013	\$0.00	View
Plumbing	PP05-093195		Finaled	2/2/2005	2/28/2005	\$0.00	View
Plumbing	PP13-000240		Finaled	3/1/2013	4/1/2013	\$0.00	View
Special	PSP13-00222		Finaled	1/30/2013	7/23/2013	\$0.00	View

1

Displaying items 1 - 5 of 5

[Apply for a Permit](#)

Attachments

Date Created

Title

Record

No records to display.

Displaying items 0 - 0 of 0

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.


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Warren, MI

(Property Address)

Parcel Number:

Account Number:



Customer Name: KHAN SHABBIR

Summary Information

> Residential Building Summary

- Year Built: 1965

- Bedrooms: 0

- Full Baths: 1

- Half Baths: 0

- Sq. Feet: 1,514

- Acres: 0.169

> Utility Billing information found

> Assessed Value: \$123,530 | Taxable Value: \$64,229

> Property Tax information found

> 5 Building Department records found

Item 1 of 2

1 Image / 1 Sketch

Owner and Taxpayer Information

Owner	KHAN SHABBIR	Taxpayer	SEE OWNER INFORMATION
	Warren, MI		

Legal Description

MOCERI SUBDIVISION NO. 4 LOT 272 L.54 P.18-19

Other Information

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$97.68	\$97.68	12/31/2024	\$0.00
2024	Summer	\$3,350.52	\$3,350.52	12/31/2024	\$0.00
2023	Winter	\$98.59	\$98.59	01/03/2024	\$0.00
2023	Summer	\$3,175.97	\$3,175.97	01/03/2024	\$0.00
2022	Winter	\$88.95	\$88.95	12/27/2022	\$0.00
2022	Summer	\$2,979.82	\$2,979.82	12/28/2022	\$0.00
2021	Winter	\$202.16	\$202.16	12/28/2021	\$0.00
2021	Summer	\$2,920.28	\$2,920.28	12/31/2021	\$0.00
2020	Winter	\$92.56	\$92.56	12/23/2020	\$0.00
2020	Summer	\$3,010.99	\$3,010.99	12/29/2020	\$0.00


Load More Years

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Warren, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: KHAN SHABBIRUB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1965- Bedrooms: 0

- Full Baths: 1- Half Baths: 0

- Sq. Feet: 1,514- Acres: 0.169

> Utility Billing information found

> Assessed Value: \$123,530 | Taxable Value: \$64,229

> Property Tax information found

> 5 Building Department records found

Customer Information

Name
Address

OCCUPANT
Warren, MI

Account Number

Amount Due

Total Amount Due \$59.46

[Pay Now](#)

** Enrolled in ACH Payments

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$59.46	Bill From	12/30/2024		
Due Date	02/28/2025	Bill To	01/30/2025		
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER		\$0.00	\$23.80	\$0.00	\$23.80
SEWER SERVICE CHARGE		\$0.00	\$2.03	\$0.00	\$2.03
STATE MANDATED FEE		\$0.00	\$5.77	\$0.00	\$5.77
Turn On		\$0.00	\$0.00	\$0.00	\$0.00
WATER		\$0.00	\$27.02	\$0.00	\$27.02
WATER SERVICE CHARGE		\$0.00	\$0.84	\$0.00	\$0.84
		\$0.00	\$59.46	\$0.00	\$59.46

History (674 Items Found)

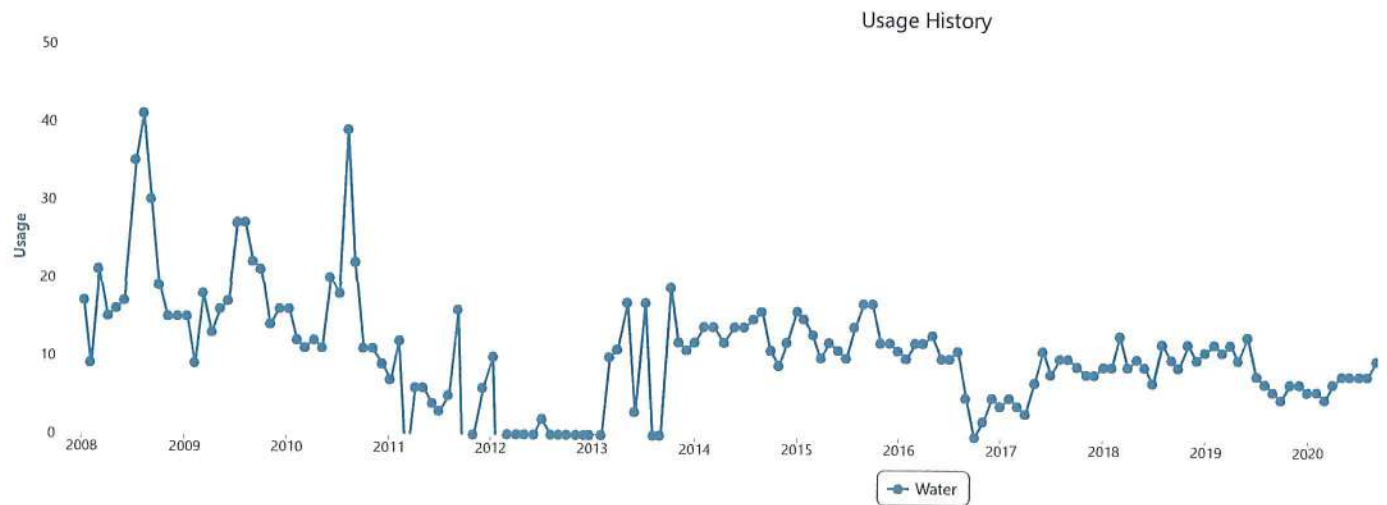
Starting Date

Ending Date

[Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
2/11/2025	Bill Calculated	01/03/25-01/30/25		0.00	0.00	\$59.46	\$59.46
1/31/2025	Payment Posted	0005427740		0.00	0.00	(\$87.76)	\$0.00
1/30/2025	Meter Read	Water		1297.00	6.00	\$0.00	\$87.76
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$87.76	\$87.76
1/3/2025	Meter Read	Water		1291.00	9.00	\$0.00	\$0.00
12/30/2024	Payment Posted	0005373191		0.00	0.00	(\$68.90)	\$0.00
12/13/2024	Bill Calculated	10/30/24-11/30/24		0.00	0.00	\$68.90	\$68.90
11/30/2024	Meter Read	Water		1282.00	7.00	\$0.00	\$0.00
11/27/2024	Payment Posted	0005326291		0.00	0.00	(\$50.04)	\$0.00
11/8/2024	Bill Calculated	09/30/24-10/30/24		0.00	0.00	\$50.04	\$50.04
10/31/2024	Payment Posted	0005286999		0.00	0.00	(\$87.76)	\$0.00
10/30/2024	Meter Read	Water		1275.00	5.00	\$0.00	\$87.76
10/17/2024	Bill Calculated	08/30/24-09/30/24		0.00	0.00	\$87.76	\$87.76

Usage History Chart



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DATE: FEBRUARY 6, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: SOL-W-1339; RECOMMENDATION TO AWARD DEVELOPER AND WEBSITE MAINTENANCE SERVICES

The Purchasing Division concurs with Communications Department and recommends that City Council waive the bidding procedure, and authorize an award to the sole source provider InsideOut Design and Development, 316 Third Street, Second Floor, Royal Oak, MI 48067, for furnishing Developer and Website Maintenance Services for the City of Warren's external website, for a two (2) year period, in an annual amount of \$15,000.00 (two (2) year total in the amount of \$30,000.00).

On July 10, 2018, Warren City Council approved an award to InsideOut Design and Development to redesign, develop, and convert the City's external website from Joomla to WordPress.

As the original website designer and developer, InsideOut Design and Development has proprietary rights to the configuration of the website (see attached). Therefore, the Communications Department is requesting that City Council waive the bid process and treat InsideOut Design and Development as a sole source vendor.

If approved by your honorable body, InsideOut Design and Development will be responsible for providing design and developer services, maintenance, upgrades and repairs to the website for services commencing on April 1, 2025, or City Council approval, whichever occurs later, in an annual amount of \$15,000.00.

Funds are available in the following Account: 250-9250-88007.

Respectfully Submitted,

Read and Concur,



Shanah Turner
Assistant Buyer



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/7/2025
Controller:		2/17/2025
MAYOR:		2/17/2025



INSIDEOUT
DESIGN + DEVELOPMENT

Website Maintenance – City of Warren

To whom it may concern:

InsideOut Design and Development will be the sole source of website maintenance for the City of Warren's website

<https://www.cityofwarren.org/>.

InsideOut Design and Development responsibilities include:

- Basic Wordpress Maintenance Included
- Reviewing Site Improve for Accessibility, SEO and Site performance items, using a predetermined amount of hours we address all items we can for the month based on urgency and impact from Site Improve reports
- Requests from the Communications department for changes to the website
- Coordination with the website's hosting provider and the City of Warren's IT liaison

Sincerely,

Ian Gray

Ian Gray

President

InsideOut Design and Development



Website Maintenance – City of Warren - April 1, 2025 - March 31, 2027

Overview

Website maintenance options for the City of Warren covering: <https://www.cityofwarren.org> and miwarren.org

Monthly Health Check on www.cityofwarren.org

- Basic Wordpress Maintenance Included
- Reviewing Site Improve for Accessibility, SEO and Site performance items, using a predetermined amount of hours we address all items we can for the month based on urgency and impact from Site Improve reports
- Requests from the Communications department for changes to the website can be pulled from these hours

Quarterly Health Check on [MIWarren.org](https://miwarren.org)

- Basic Wordpress Maintenance Included
- Reviewing Site Improve for Accessibility, SEO and Site performance items, using a predetermined amount of hours we address all items we can for the month based on urgency and impact from Site Improve reports
- Requests from the Communications department for changes to the website can be pulled from these hours

Client Responsibilities

- Review and approve paperwork

Cost Estimate

Project Scope	Qty	Est. Costs
Monthly Health Check - based on 10 hours per month	April 1, 2025 - March 31, 2027	\$30,000
Total		\$30,000

Payment Structure

- \$3,750 to be invoiced in Quarterly at the beginning of each quarter

Terms are 45 days from invoice date.

Programming Fees

Any additional programming requests not outlined in this document will be billed at \$125/hour and will be executed upon proper approval before proceeding.

Communication Plan

A periodic progress report will be created and sent during the project duration. The report will detail the status of features worked on, the feature scheduled, and any issues or questions that need the client's attention. We will be available during the hours of 9:00 AM to 5:00 PM for phone conversations or via email.

Code Development

The majority of the core coding logic will be developed using PHP, HTML, CSS (Cascading Style Sheets), JavaScript and/or MySQL database. All of these technologies are cost free to use and are heavily used in the industry. All code will adhere to industry best practices of design and documentation. The source code and database design will be delivered "open" to the Client, this frees the Client of any usage fees and provides ownership of the code in its delivered state. The InsideOut Design & Development reserves the right to use any code and technology developed for other purposes that do not directly compete with the Client.

Testing

The site will be continually unit tested during production. The Client will be invited to test and advise on features as they are ready. All code will be free of syntax errors. The Client will be depended on to test functionality based on the scope provided.

Change Management

Any changes to the project not in this proposal will have a separate quote, with costs associated with the changes and will need the Client's approval prior to commencement of work. The following are examples of changes to the project scope that will allow the opportunity to issue a Change Order in additional costs and project schedule changes.

Change Order Triggers

- Upon final Project Requirements and Discovery
- Upon any notification of Project scope changes not outlined in this document
- Upon Design handoff, if any new features, requirements, and/or design features are added to the Project Scope
- Any changes major change to pages or code already completed

Go-live Support

Once the changes are implemented and in production, support will be available to investigate issues or bugs. A report of the findings will be sent to the client's main contact. A determination will be made to classify the issue as a syntax bug or a logic bug and then cross referenced to this proposal or any Change Management documents. If an issue is a program

error within the documented scope there will be no charge to fix the issue. If the issue is due a scope change or logic change not documented then there will be a cost associated with the fix.

AGREED and ACCEPTED as of the date set forth below:

Signed: _____

Ian Gray
Signed: _____
Ian Gray

InsideOut Design & Development LLC

Date : _____

Date : 2/5/25



COMMUNICATIONS DEPARTMENT

5460 ARDEN
WARREN, MI 48092-1190
(586) 258-2000
www.cityofwarren.org

February 5, 2025

Craig Treppa, Purchasing Agent
Kristina Battle, Budget Director
One City Square, Suite 425
Warren, MI 48093

Subject: Request to Waive Bidding Process for Website Maintenance Provider

Dear Craig and Kristina,

I am writing to request your approval to waive the bidding process and authorize InsideOut Design & Development, located at 316 Third Street, 2nd Floor, Royal Oak, MI 48067, as the website maintenance provider for the City of Warren's two external websites.

InsideOut Design & Development won the bid in 2017 to redesign, develop, and convert our outdated external website from Joomla to WordPress. They also ensured our website's ADA compliance and have been maintaining it ever since.

As the original website designer and developer, InsideOut Design & Development possesses the expertise and experience to handle any changes, maintenance, upgrades, and repairs that our website may require. Hiring another company could risk compromising the quality and functionality of our website.

Therefore, I strongly recommend that we continue to use InsideOut Design & Development as our website maintenance provider without interruption.

Please find attached a copy of the agreement for your review. The agreement period for this service is from April 1, 2025, to March 31, 2027. The annual amount for services rendered under this agreement is \$15,000, totaling \$30,000 over the entire agreement period. Funds for these services are available in account 250-9250-88007.

I appreciate your attention to this matter and your prompt response.

Sincerely,

A handwritten signature in cursive script that reads "Clarissa Cayton".

Clarissa Cayton
Communications Director

RESOLUTION

Document No: SOL-W-1339

Product or Service: Developer and Website Maintenance Services for City's External Website

Requesting Department: Communications

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Communications Director has determined that it is necessary in the interests of the Communications Department and the City, to have InsideOut Design and Development, 316 Third, 2nd Floor, Royal Oak, MI 48067 furnish developer and maintenance services, for a two (2) year period, in an annual amount of \$15,000.00.

InsideOut Design and Development is being treated as a sole source provider due to the fact that InsideOut has proprietary rights to the configuration of the City's external website.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available annually in the following account: 250-9250-88007.

IT IS RESOLVED, that the sole source purchase through InsideOut Design and Development is hereby accepted by City Council, for a two (2) year period, in an annual amount of \$15,000.00, commencing on April 1, 2025, or upon City Council approval, whichever occurs later.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☐ Contract
☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

Sonja Buffa
City Clerk



WARREN
CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
PHONE (586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

DATE: FEBRUARY 13, 2025
TO: MINDY MOORE, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO PURCHASE FIVE (5) STRYKER MTS POWER LOAD COT FASTENER LIFT SYSTEMS; SOL-W-1440

The Purchasing Division concurs with the Fire Department and recommends that City Council waive the bid process and award the purchase of five (5) Stryker MTS Power Load Cot Fastener Systems from the sole source provider Stryker Sales, LLC., 21343 Network Place, Chicago, IL 60673-1213, Stryker Medical, PO Box 93308, Chicago, IL 60673-3308, in the amount of \$147,828.40, when factoring in the \$20,000.00 trade-in value of five MTS Power Load Cots (\$4,000.00 each).

These power load systems eliminates the firefighters from having to lift cots and patients into the back of the EMS squads which effectively reduces injuries to the firefighters and patients.

The Fire Department is taking delivery of seven (7) new transport squads in the Spring of 2025. In addition, the department is trading in five (5) patient lift systems (three have reached the end of their ten (10) year useful lift and two (2) additional lift systems that will be reaching the end of useful lift within the year.

Thus, the Fire Department is recommending that City Council approve the purchase of five (5) Stryker MTS Power Load Cot Fastener Systems. These new lift systems have different mounting specifications when compared to the current systems. The box of the new transport squads are built to house the new lift systems. If the City were to mount the current lift system on one of the new transport squads, then there would be exposed mounting holes that would attract dirt and water to enter the box, which could cause damage to the current patient care box.

The Fire Department purchased two (2) lift systems last fiscal year. With the purchase of these additional five (5) systems, the City will have new lift systems in all of its front-line squads, which should be useful until the year 2034 or 2035, as they have a useful life of ten (10) years.

The Fire Department has been utilizing the Stryker MTS Power Load System since 2014 and have found them to be very reliable and durable, and require very little maintenance to maintain.

Stryker Sales, LLC.'s remit to address is Stryker Medical, PO Box 93308, Chicago, IL 60673-3308

Funds are available in the following Account: 101-1336-97400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		2/14/2025
MAYOR:		2/17/2025



September 2024

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot (Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,

John Guyeskey
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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M0000010603 REV AA



January 2025

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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EC-GSNPS-COMM-1157704_REV-1_en_us

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Warren numbers Power Load 2024/25 budget

Quote Number: 11046691

Version: 1

Prepared For: CITY OF WARREN FIRE DEPT

Attn:

Quote Date: 01/20/2025

Expiration Date: 04/20/2025

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Tim Hornak

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF WARREN FIRE DEPT	Name:	CITY OF WARREN FIRE DEPT	Name:	CITY OF WARREN FIRE DEPT
Account #:	20036482	Account #:	20036482	Account #:	20036482
Address:	23295 SCHOENHERR RD WARREN Michigan 48089-4263	Address:	23295 SCHOENHERR RD WARREN Michigan 48089-4263	Address:	23295 SCHOENHERR RD WARREN Michigan 48089-4263

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	5	\$33,261.30	\$166,306.50
3.0	639000010135	CABLE, ANCHOR TO VEHICLE	5	\$75.75	\$378.75
Equipment Total:					\$166,685.25

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPL-PL	TRADE-IN-STRYKER POWER LOAD TOWARDS PURCHASE OF POWERLOAD	5	-\$4,000.00	-\$20,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,143.15
Grand Total:	\$147,828.40

Prices: In effect for 30 days



Warren numbers Power Load 2024/25 budget

Quote Number: 11046691

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF WARREN FIRE DEPT
Attn:

Rep: Tim Hornak
Email: tim.hornak@stryker.com
Phone Number: (231) 578-7801

Quote Date: 01/20/2025

Expiration Date: 04/20/2025

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Purchase Order Form



Account Manager :

Tim Hornak

Purchase Order Date :

01-20-2025 09:05:00 -0500

Cell Phone :

(231) 578-7801

Expected Delivery Date :

Stryker Quote Number :

11046691

Customer PO Number :

Bill To	Customer # :120036482	Sold To / End User	Customer # :120036482	Deliver To	Customer # :120036482
Company Name :	CITY OF WARREN FIRE DEPT	Company Name :	CITY OF WARREN FIRE DEPT	Company Name :	CITY OF WARREN FIRE DEPT
Department :		Department :		Department :	
Street Address :		Street Address :	23295 SCHOENHERR RD	Street Address :	23295 SCHOENHERR RD
Additional Address Line :		Additional Address Line :		Additional Address Line :	
City, ST, ZIP :		City, ST, ZIP :	WARREN, Michigan, 48089-4263	City, ST, ZIP :	WARREN, Michigan, 48089-4263
Phone :		Phone :		Phone :	
Authorized Customer Initials		Authorized Customer Initials		Authorized Customer Initials	

Description	Total
	\$147,828.40
Total : \$147,828.40	



WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

EMS DIVISION

MEMO TO: Fire Commissioner Wilbert McAdams

FROM: EMS Chief Joseph Kinder

DATE: January 24, 2025

SUBJECT: Purchase of 5 Power Load systems

Sir,

The Warren Fire Department will be taking delivery of 7 New Squads this year.

The current Squads have aging power lifts on them with 3 needing replacing this year, and 2 in need of replacing next year.

We are in possession of 2 new power load systems that were purchased in last year's budget.

I am requesting to purchase 5 power load systems, so we have new lift systems for all of the new squads.

It is important to replace these systems now due to some of the units being end at of life or a year from end of life.

There also has been a design change in new power lift systems and mounting will be slightly different.

So, to avoid having extra holes from the design difference that could allow water or dirt to seep through and damage the power lift system, it would be prudent to have the system installed with the new design lifts now.

I'm Requesting \$147,828.40 be paid to Stryker who is a sole source provider.

This amount includes the purchase of 5 power loads, Anchor cables, and shipping.

The amount also includes trade in of 5 power loads that are being replaced with a credit of \$20,000.00.

Attached is the quote and a sole source letter from Stryker.

Professionally,

Chief of EMS

Joseph Kinder.

February 7, 2025



Craig Treppa
Purchasing Agent

WARREN FIRE DEPARTMENT

23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

Subject: Purchase of Stryker MTS Power-LOAD cot fastener lift systems

Craig

The Fire Department desires to purchase five (5) Stryker MTS Power-LOAD cot fastener lift systems from the sole source vender Stryker Medical. The department is taking delivery of seven (7) new transport squads in the spring of 2025. Additionally, the department will be trading in five (5) patient lift systems including three (3) that have reached their ten (10) year-end of life status and two (2) that will reach their end-of-life status within one (1) year. The new patient lift systems have a different mounting system than the current patient lift systems and if we do not purchase the new lift systems, we will have extra mounting holes in the box that don't align with the new model of Stryker patient lift systems that will create additional pathways for dirt and water to enter the box and potentially cause harm to the patient care box.

Additionally, given the annual transport volume of the department which approaches 15,000 transports per year, the existing lift systems have all exceeded the manufacturer recommended number of lifts that these systems are expected to perform during their ten (10) year service life. Therefore, given that the department is purchasing seven (7) new squads and given that the department purchased two (2) new lift systems last fiscal year when coupled with this new purchase the department will have new lift systems in all front-line squads and we will not have to consider replacing these systems until 2034-35 assuming they are not catastrophically damaged in a vehicle accident involving one of our squads.

Funds are available for this purchase in Account #: 101-1336-97400.

Please direct questions to my attention at Ext. 3100.

Professionally,

A handwritten signature in black ink that reads "Wilburt McAdams".

Wilburt McAdams
Fire Commissioner

SOLE PROCURMENT

Document No: SOL-W-1440
Product or Service: MTS Power-LOAD Cot Fastener Systems
Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025, at 7 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department and the City, to acquire supplies, materials, equipment and/or goods from a sole source. Justification for a sole source purchase include the department currently uses the Stryker brand of battery powered patient lift systems in our EMS transport squads and the department desires to maintain standardization of the patient lift systems across our entire fleet. Additionally, the Stryker patient lift systems are only cot lift systems that are compatible with our Stryker cots that the department currently uses fleet wide.

Stryker Sales LLC., 21343 Network Place, Chicago, IL 60673-1213 with a remit to address of Stryker Medical, PO Box 93308, Chicago, IL 60673-3308 has been selected as the sole source provider for the purchase of **five (5) MTS Power-LOAD powered cot fastener lift systems.**

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 101-1336-97400

IT IS RESOLVED, that the sole source purchase through the **Stryker Company** is hereby accepted by City Council for the purchase of five (5) MTS Power-LOAD powered cot fastener lift systems and anchors in the total amount of \$147,828.40 and unit cost of \$29,565.68 per system that also includes the total trade-in value of \$20,000.00; \$4,000.00 for each of the five (5) functionally or near functionally obsolete lift systems that the department is trading in along with the shipping costs for the new systems.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:
(check where applicable)

☐ Contract

☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.

COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb
County, Michigan, hereby certifies that the foregoing is a true and correct copy of the
resolution adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk

DATE: FEBRUARY 12, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: SOL-W-1458; RECOMMENDATION TO AWARD DISPATCH TRAINING PROGRAM

The Purchasing Division concurs with the Police Department and recommends that City Council waive the bid process and consider Public Safety Change Makers, 131 Compton Ct., Fruita, CO 81521 as a sole provider for furnishing a Dispatch Training Program, in a total amount not to exceed \$25,000.00.

The Police Department is optimistic that the training program developed by Public Safety Change Makers will significantly reduce attrition and ultimately improve trainee outcomes.

If approved by your honorable body, the program will include a 2-day Supervisor Seminar, a 3-day CTO Certification Course, and a Module Based Training Program, for the total amount of \$19,500.00, as well as instructor travel expenses in an amount not to exceed \$5,500.00, for a total award amount not to exceed \$25,000.00.

Funds are available in the following Account: 101-1301-82402.

Respectfully Submitted,

Read and Concur,



Shanah Turner
Assistant Buyer



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		
MAYOR:		2/14/2025 2/17/2025



Warren Police Department
29900 S Civic Center Blvd
Warren, MI 48093
February 5th, 2025

Subject: Sole Source Justification for AP Training Program

To Whom It May Concern,

We are writing to justify the sole source procurement of the AP Training Program from Public Safety Change Makers, which is uniquely tailored to meet the specific needs of our emergency communication center. Our decision is based on the comprehensive and progressive nature of the training that aligns perfectly with our operational requirements.

About Public Safety Change Makers:

At Public Safety Change Makers, we are committed to empowering 9-1-1 Emergency Communication Centers across the United States. Our mission is to foster transformative change by enhancing the efficiency, resilience, and adaptability of our nation's emergency response systems. Through innovative solutions and unwavering dedication, we strive to ensure every call is handled with the utmost skill, urgency, and compassion.

Program Overview:

The AP Training Program is a progressive, module-based training system designed specifically for the unique challenges of emergency communication operations. Key components of the program include:

- **Customized Weekly Modules and Task Lists:** Each module is custom-crafted to improve specific skills progressively, addressing the unique operational needs of our center.
- **Daily Observation Reports and Behavioral Tracking:** Utilizes a module-based daily observation reporting mechanism with measurable metrics to efficiently monitor and evaluate trainee progress.
- **Objective Weekly Assessments with Cumulative Reviews:** Designed to ensure each trainee achieves the necessary proficiency in critical Call-Taking and Dispatching components before advancing to subsequent modules.
- **Performance Improvement Plans:** Provides structured plans for trainees needing additional focus, facilitating comprehensive skill development.

Unique Features and Methodology:

The AP Training Program employs the 'crawl, walk, run' training methodology, which methodically builds competencies in a structured manner. This approach is crucial for effectively developing the essential skills required in high-stress emergency communication settings. Our program is specially designed to cater to both the immediate and long-term developmental needs of your agency.

Agency Benefits:

Implementing this program will standardize and enhance the training regimen across your agency, thereby directly impacting the quality of emergency services we provide. The innovative structure of our training allows for clear progress tracking and targeted improvements, ensuring that all personnel meet our high standards of performance.

Cost and Efficiency Consideration:

The tailored approach of the AP Training Program provides significant cost benefits by reducing the time required for trainees to reach operational proficiency, thereby minimizing overall training costs while maximizing the effectiveness of the training process.

Conclusion:

The AP Training Program from Public Safety Change Makers is uniquely positioned to meet the specific training needs of your agency with unmatched precision. We are dedicated to providing a solution that not only meets but exceeds your training expectations, ensuring that your team is well-prepared to handle every aspect of emergency communications.

Thank you for considering this justification. Should you require any further information or clarification, please do not hesitate to contact us.

Sincerely,

Brad Flanagan, MPA ENP RPL
Co-Founder
Public Safety Change Makers

ASPEN/PITKIN

Module Based Training Program

Public Safety Change Makers is pleased to present the Aspen/Pitkin Module Based Training Program, a cutting-edge initiative specifically designed for the Warren Police Department's Office. This program is set to revolutionize the training process for newly hired employees by employing a method centered around structured, quantitative data. Recognizing the dynamic and challenging nature of public safety, our team has developed a training solution that moves beyond traditional methodologies. The Aspen/Pitkin Program, with its modular approach and focus on data-driven insights, ensures a more personalized and impactful learning experience. Each module is crafted with expertise, aligning closely with the real-world demands faced by your 9-1-1 operators specifically.

Our goal with this program is not just to educate but to transform the way training is delivered. By leveraging quantitative data, the Aspen/Pitkin Program can specifically target skill gaps, track progress with precision, and continually refine training strategies based on real-time feedback. This approach is pivotal in preparing new employees for the complexities of their roles, equipping them with the skills necessary to excel in a high-stakes environment. We are excited about the potential of the Aspen/Pitkin Module Based Training Program to set a new standard in public safety training and look forward to exploring how it can be seamlessly integrated into the Warren Police Department's operations.



Module Based Training Program - \$9,000 (plus travel)

- Program Built Directly with your CTOs & Training Coordinator
- Customized Modules with Requisite Scoring
- DORs, CTO Guidelines, Assessment Summaries, Assessment Forms
- In-person 2-hour introductory classes for every employee
- In-person Training for CTOs Specifically on "how-tos" of the program
- 6 Months - Weekly Review w/ Training Coordinator



Supervisor Seminar \$6,500

2 Day Seminar for Supervisors and those hoping to move into supervisory roles. This Seminar emphasizes leadership theory and problem solving for your team.

Classes include:

- Influence Strategies
- Accountability
- Deming's 85/15
- Know your Boss/People
- Getting the 'yes'
- Meetings and Feedback



CTO Certification Course - \$4,000

3 Day Seminar for all CTOs within your organization covering topics ranging from:

- | | |
|-----------------------|---------------------------------|
| • Expectation Setting | • Dealing w/ Difficult Trainees |
| • Liability | • Proficiency vs. Excellence |
| • Giving Feedback | • Practical Applications |

The Instructor

Brad Flanagan MPA, ENP, RPL
Co-Founder

Brad created and honed the Module Based Training Program over the past 13 years. Brad is currently involved in the APCO Staffing Taskforce, a Co-Chair of NENA's FutureThink Committee, and the Vice President of the NENA Institute Board. The passion for training began for Brad when, as a United States Marine, he was in charge of preparing hundreds of young Marines for combat deployments in the early 2000s. This passion developed into a calling as Brad began training in a PSAP in Colorado nearly 16 years ago. Then, as a Dispatcher, CTO, Supervisor, and eventually a Training Coordinator, Brad experienced traditional training in 9-1-1 and was able to build and grow this program along with the other Co-Founder of Public Safety Change Makers, Brett Loeb.





WARREN POLICE DEPARTMENT
29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

February 10, 2025

Craig Treppa
Warren City Hall
Purchasing
One City Square
Warren, Michigan 48093

RE: Purchase request for Public Safety Change Makers - Training

Dear Mr. Treppa,

The Warren Police Department is requesting to utilize **\$25,000.00** from the 911 Dispatch Training budget (GL #101-1301-82402) to implement a new training protocol for our Dispatch center.

Our Dispatch center is currently facing low staffing levels and a high attrition rate in our training program. To address these issues and enhance the success rate of new hires, it is imperative that we explore alternative training methodologies.

At present, we utilize the San Jose method for training and evaluation. While effective in some respects, this method is often regarded as documentation-heavy and places substantial performance pressure on trainees.

The training protocol developed by **Public Safety Change Makers** offers a promising alternative. This methodology was specifically designed by dispatch professionals for the unique demands of dispatching. It breaks down tasks into smaller, more manageable segments, making the learning process less overwhelming. Additionally, the program features a scoring system with clearly defined expectations and objective benchmarks, ensuring fair and transparent evaluations.

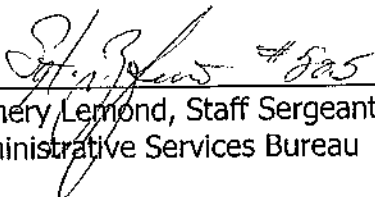
Notably, the Macomb County Sheriff's Office COMTEC implemented this program with positive results, reporting trainee pass rates of nearly 75%.

This program is eligible for 911-surcharge funding and has an implementation cost of \$19,500, plus instructor travel expenses. To ensure adequate funding for travel and contingencies, the Warren Police Department is requesting an allocation of \$25,000 for this initiative.

The Warren Police Department is optimistic that this investment will significantly improve our training outcomes, reduce attrition and ultimately improve trainee outcomes.

Please see the attached sole source document from Public Safety Change Makers as well.

If you have any questions please contact me at 586-574-4768.

 #525
Zachery Lemon, Staff Sergeant
Administrative Services Bureau

RESOLUTION

Document No: SOL-W-1458

Product or Service: Dispatch Training Program

Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Police Department has determined that it is necessary in the interests of the Police Department and the City, to have Public Safety Change Makers, 131 Compton Ct., Fruita, CO 81521 furnish a Dispatch Training Program, in a total amount not to exceed \$25,000.00 (training program is in the total amount of \$19,500.00 and the travel expenses in an amount not to exceed \$5,500.00).

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available annually in the following account: 101-1301-82402.

IT IS RESOLVED, that the sole source purchase through Public Safety Change Makers is hereby accepted by City Council, in a total amount not to exceed \$25,000.00.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☐ Contract
☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2025.

Sonja Buffa
City Clerk



CITY ATTORNEY'S OFFICE

One City Square, Suite 400
WARREN, MI 48093
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

February 13, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Resolution to Authorize Execution of Specialized Services Operating Assistance Program Third Party Contract FY 2025

Dear Secretary Moore:

Attached please find the above Resolution and a copy of the proposed Specialized Services Operating Assistance Program Third-Party Contract ("Contract") between the City of Warren and the Suburban Mobility Authority for Regional Transportation ("SMART") for the fiscal year 2025.

The City of Warren and SMART for many years have applied for and received funding from the Michigan Department of Transportation ("Department") for the Michigan Specialized Services Operating Assistance Program ("Program").

The Program provides public transportation services primarily designed for those disabled or 65 years or older ("Specialized Services"), pursuant to MCL 247.660e (4) (c) (i) (A).

The purpose of the Contract is to pass Program operating assistance funding from the Department through SMART to the City of Warren. SMART only provides funds to the extent they are made available by the Department. SMART's maximum obligation for the provision of funds to the City of Warren is \$75,547 for the period of October 1, 2024 through September 30, 2025, which is the same as it was for the last Contract period.

Ms. Mindy Moore
February 13, 2025
Page 2

I have reviewed the Contract and approve as to form. Please place this item on your next available agenda for consideration and approval.

Sincerely,

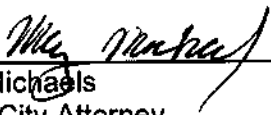

Laura Sullivan
Assistant City Attorney

LS/vlt Ltr to M Moore Council re Specialized Services Operating Assistance Program FY 2025 - SMART ID 110380

Attachments

cc: Anthony Casasanta, Parks and Recreation Director
Denise Krolczyk, Parks and Recreation
Richard Fox, City Controller

Read and Concur:



Mary Michaels
Acting City Attorney

Approved:

Signed by:


785ABF22E2214B0
Lori M. Stone
Mayor

**RESOLUTION TO AUTHORIZE EXECUTION OF SPECIALIZED SERVICES
OPERATING ASSISTANCE PROGRAM THIRD-PARTY CONTRACT**

At a regular meeting of the City Council of the City of Warren, County of Macomb, State of Michigan, held on February 25, 2025, Eastern Daylight Time, in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember _____

ABSENT: Councilmember _____

The following resolution was offered by Councilmember _____
and supported by Councilmember _____

The City of Warren desires to enter into an agreement with the Suburban Mobility Authority for Regional Transportation ("SMART") to provide funding for the Michigan Specialized Services Operating Assistance Program ("Program").

The Program provides public transportation services primarily designed for persons with disabilities or who are 65 years or older as set forth in MCL 247.660e (4) (c) (i) (A).

The purpose of the Contract is to pass Program operating assistance funding from the Michigan Department of Transportation ("Department") through SMART to the City of Warren. SMART only provides funds to the extent they are made available by the Department.

SMART's maximum obligation for the provision of funds to the City of Warren is \$75,547, for the Contract period of October 1, 2024 to September 30, 2025.

BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute the attached Specialized Services Operating Assistance Program Third-Party Contract between the City of Warren and SMART to provide Program funds for the period of October 1, 2024 to September 30, 2025, in such form that meets the satisfaction of the City Attorney.

AYES: Councilmember _____

NAYS: Councilmember _____

RESOLUTION DECLARED ADOPTED this 25th day of February, 2025.

MINDY MOORE
Council Secretary

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a correct copy of the resolution adopted by the Warren City Council at its meeting held on February 25, 2025.

SONJA BUFFA
City Clerk

**SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM
THIRD-PARTY CONTRACT- FY 2025**

THIS AGREEMENT ("Agreement" or "Contract") is made and entered between the Suburban Mobility Authority for Regional Transportation (hereinafter referred to as "**AUTHORITY**"), whose address is 535 Griswold Suite 600, Detroit, Michigan 48226, and City of Warren – Parks & Recreation Department (hereinafter referred to as "**SUBRECIPIENT**"), whose address is 5460 Arden, Warren, MI 48092.

SECTION 1. - DEFINITIONS

PROGRAM	Means the Michigan Specialized Services Operating Assistance Program designed primarily for seniors and persons with disabilities as defined under Section 10e(4)(c)(i) of Act 51, of the Public Acts of 1951, as amended; MCL 247.660e(4)(c)(i).
DEPARTMENT	Means the Michigan Department of Transportation.
BUREAU	Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.
AUTHORITY	Means the Suburban Mobility Authority for Regional Transportation (SMART).
PROJECT	Means the providing of SPECIALIZED SERVICES.
SPECIALIZED SERVICES	Means public transportation services primarily designed for persons with disabilities or who are sixty-five (65) years of age or older.
STATE	Means the State of Michigan.
SUBRECIPIENT	Means City of Warren – Parks & Recreation Department, which will provide the transit services with funds received under this Contract.
APPLICATION	Means the AUTHORITY's application, submitted in cooperation with the SUBRECIPIENT, for funding from this PROGRAM for the period from October 1, 2024, to September 30, 2025.

SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AUTHORITY and approved for funding by the DEPARTMENT.

SECTION 3. - FUNDING

The AUTHORITY is only obligated to provide funds under this Contract to the extent that funds for the PROGRAM are made available to it and approved by the DEPARTMENT as outlined in the Contract Authorization provided to us by the DEPARTMENT.

The SUBRECIPIENT is eligible for contract costs in the amount of \$ 75,547.

The maximum amount of the AUTHORITY funds to be given the SUBRECIPIENT shall not be ~~increased without a prior written amendment to this Contract. DEPARTMENT funds made~~ available to the AUTHORITY, through legislative appropriation, are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AUTHORITY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AUTHORITY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AUTHORITY shall have thirty-five (35) business days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved. Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, shall require a prior written amendment to this Contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AUTHORITY the information required by the DEPARTMENT, on the quarterly reporting form (available online at SMARTbus.org), within ten (10) days after the end of each state of Michigan fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each state of Michigan fiscal year quarter, may result in a loss of a portion of or all funding. The AUTHORITY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended as its cost allocation plans must be submitted to the BUREAU for approval. Any PROJECT costs in excess of revenues reported on the quarterly reporting form will **not** be eligible under any other state and federal program administered by the AUTHORITY or the DEPARTMENT.

Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS

Notwithstanding the provisions set-forth in Section 3 of this Contract, the AUTHORITY shall provide to the SUBRECIPIENT the STATE funds designated for the eligible project costs incurred in performance of this Contract within ten (10) business days of the receipt of said funds from the DEPARTMENT.

The AUTHORITY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the SUBRECIPIENT is \$1.76 per mile, but subject to change.

Should the per-mile rate method be selected by SUBRECIPIENT, actual reimbursement may be subject to change, per DEPARTMENT and/or BUREAU reimbursement rate modifications.

SECTION 7. - TERMINATION OR SUSPENSION

For any violation of this Contract or legislative change, the AUTHORITY may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AUTHORITY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this Contract.

SECTION 8. - ACCOUNTING RECORDS, AUDITS, AND DOCUMENTATION

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported pursuant to Section 6 of this Contract are established and maintained.

(b) Audit

The SUBRECIPIENT shall permit the AUTHORITY and/or the DEPARTMENT or the authorized representatives of the AUTHORITY to audit all data and records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT for a period of not less than six (6) years after the final payment by the AUTHORITY pursuant to the Contract.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this Contract, or costs of this Contract as to which exception has been taken by the AUTHORITY or the DEPARTMENT or the

authorized representative of the AUTHORITY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) Costs Supported by Documentation

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d) Accuracy of Financial Documentation

If a third-party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e) Revenue Expense Guidelines

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in the DEPARTMENT'S Office of Passenger Transportation's "Local Public Transit Revenue and Expense Manual." All other providers of service shall use the "Specialized Services Manual" (effective October 1, 2015, and any subsequent revisions, amendments and replacements).

SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE

The SUBRECIPIENT shall not enter into contracts with third parties for provision of services herein without prior written approval from the AUTHORITY; notice of potential third-party contracts shall be submitted to the AUTHORITY for approval in writing. Approval or denial of said third-party contract will be submitted, in writing, to SUBRECIPIENT by the AUTHORITY. The AUTHORITY shall approve any third-party contracts at its sole discretion.

Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this Contract, nor shall any such approval by the AUTHORITY be construed as a warranty of the third-party's qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.

SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AUTHORITY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AUTHORITY upon request.

SECTION 11. - INDEMNIFICATION

Notwithstanding any other provision in this Agreement, SUBRECIPIENT shall indemnify, defend and save harmless AUTHORITY, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees, occurring or resulting from any act or omission the SUBRECIPIENT or its officers, agents, employees,

subcontractors, successors or assigns arising out of and/or pursuant to this Agreement without regard to the negligence of the SUBRECIPIENT.

This Agreement is not intended to alter or increase SMART or SUBRECIPIENT's liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract, and therefore it confers no rights or third-party status on anyone other than the parties hereto.

SECTION 12. - ENTIRE AGREEMENT

This Contract, along with any exhibits, addendums, schedules, and amendments hereto, merges and concludes the entire agreement of SUBRECIPIENT and the AUTHORITY. Any previous communications, whether oral or written, are superseded through by this document. The SUBRECIPIENT and AUTHORITY acknowledge, by executing this document that said parties have not relied on any representation, assertion, guarantee, warranty, ancillary contract or other assurance, except those set out in this AGREEMENT. SUBRECIPIENT hereby waives all rights and remedies, at law or in equity, which may arise as the result of said party's reliance on such representation, assertion, guarantee, warranty, ancillary contract or other assurance, provided that no clause herein shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 13. - PROHIBITED DISCRIMINATION

The SUBRECIPIENT shall not discriminate against any passenger because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual orientation in accordance with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", dated August of 1985, which is hereby incorporated by reference.

The SUBRECIPIENT shall not discriminate based upon race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation, in accordance with Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, Section 303 of the Age Discrimination Act of 1975, Section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. Section 5332, the Michigan Elliot-Larsen Civil Rights Act, MCLA 37.2101 et seq., and SMART policy.

The SUBRECIPIENT shall comply with FTA Circular C 9070.1G, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

The SUBRECIPIENT shall require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.

SECTION 14. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423.321 at seq; MCL 445.901 et seq, the SUBRECIPIENT, in the performance of this Agreement, shall not enter into a Contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding

seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AUTHORITY may void this Contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

SECTION 15. - MISCELLANEOUS PROVISIONS

(a) If any provision of this contract is held invalid, the remainder of this Contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

(b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this Contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.

(c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this Contract. The SUBRECIPIENT further warrants that in the performance of this Contract, no person having any such interest shall be employed.

(d) None of the funds, materials, property, or services obtained by the AUTHORITY or the SUBRECIPIENT under this Contract shall be used for any partisan political activity, or to further the election or defeat of any political activity or candidate for public office.

(e) The SUBRECIPIENT shall not assign any interest in this Contract without the prior written approval of the AUTHORITY, however, that compensation due to the SUBRECIPIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AUTHORITY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this Contract.

(f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 16. - TERM OF CONTRACT

Upon execution, this Contract shall cover the period commencing October 1, 2024, and extending through September 30, 2025.

The SUBRECIPIENT agrees to notify the AUTHORITY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 17. - EXECUTION

This Contract shall become binding on the parties hereto upon the execution thereof by the duly authorized official(s) for the SUBRECIPIENT and the AUTHORITY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective

official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF WARREN

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Signature

Printed Name

Title

Date

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A**COMMUNITY PARTNERSHIP FORM****Agency/Community Information**Program Type: Community Partnership Program (CPP) ☐ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐

Name of Agency/Community:

Address:

City: State: Zip:

Agency/Community Data

1) Has your agency/community completed in excess of \$1,000,000 in

DOT federally-funded contracts from SMART in the past year?

Yes ☐ No ☐

2) Does your agency/community employ over fifty (50) transit related employees?

Yes ☐ No ☐

If the answers to the previous two questions were both "Yes", Please forward

your agency's/community's Affirmative Action plan to the address below:

Buhl Building

535 Griswold Street, Suite 600

Detroit, MI 48226

Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☐ No ☐ N/A ☐**Drug and Alcohol Testing Program Requirements**

Does your agency/community have a DOT Drug and Alcohol testing program for

Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)

Yes ☐ No ☐

Name of drug and alcohol testing manager?

Title:

Phone Number:

Ext:

Email:

Please Proceed to Employment Data Section on Back

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A**COMMUNITY PARTNERSHIP FORM****Employment Data**

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race															
					Minority															
					White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race			
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers																				
Professionals																				
Technicians																				
Office and Clerical Staff																				
Craftsmen (Skilled)																				
Operators (Semi-Skilled)																				
Laborers (Unskilled)																				
Service Workers																				
Journey Workers																				
Apprentices																				
Total																				

Certification

How was this information obtained? Visual Survey: Yes ☐ No ☐ Employment Records: Yes ☐ No ☐

Name of Authorizing Official (Print):

Title:

Signature:

Date:

Contact person for report:

Title:

Telephone:

Ext:

Email:

FY 2025 SPECIALIZED SERVICES SERVICE DESCRIPTION

NAME of APPLICANT *(Legal organization name)*: City of Warren, Parks & Recreation Dept.

MDOT CONTINUATION FUNDS REQUESTED and METHOD of REIMBURSEMENT

(Per MILE OR PASSENGER. Do not list volunteer drivers).

Dollar amount requested: \$75,547

Reimbursement by MILE or PASSENGER? *(Indicate which one)*:

Estimated miles for FY25 *(Required)*: 65,000

Estimated passengers for FY25 *(Required)*: 10,000

PROVIDE THE FOLLOWING INFORMATION FOR YOUR PROPOSED FY 2025 SERVICE

- **SERVICE TYPE** *(Place an X on the appropriate line below)*:

☒ Regular service PAID driver

☐ Volunteer driver service

- **DESCRIPTION OF SERVICE:**

Service Area: 8 Mile to 14 Mile, Dequindre to Hayes (one mile outside each on north, east and west boundary)

Schedule : Monday-Friday (8am-2pm)

Type of service offered: Need to call 3-4 weeks in advance of appointment. No, day of.
Call: 586-268-0551. Cur-to-curb. Transport seniors/disabled to recreation centers, medical appointments, shopping and work.

- **DESCRIBE TRAINING GIVEN TO STAFF AND DRIVERS (Paid and Volunteer):**

Boarding equipment/Assistance: Review videos/do hands-on training for use of Wheelchair tie downs and customer service.

Sensitivity: Quarterly meeting for training of equipment & customer situations.

Other:

CONTACT PERSON	TITLE	DATE
Denise Krolczyk	Program Supervisor	2/13/2025

FY 2025 COORDINATION PLAN FOR SPECIALIZED SERVICES**NAME OF APPLICANT (legal organization name):**

City of Warren-Parks & Recreation Department
--

A) PLEASE IDENTIFY BASIC RESPONSIBILITIES OF THE COORDINATION COMMITTEE, LOOK AT THE FOLLOWING EXAMPLES OF ACTIVITIES, AND PROVIDE A BRIEF NARRATIVE OF THOSE ACTIVITIES OR MAJOR ACCOMPLISHMENTS YOU ACHIEVED DURING THE PREVIOUS FISCAL YEAR. *Examples of Activities: communication events; obtaining customer input; designated leadership roles; coordination of client rides; develop specific goals and objectives; clearinghouse; central dispatch; joint driver training programs; shared maintenance; review performance; and review and adjust budgets.*

Last Year's Response:

- The **City of Warren** provides business cards to riders with the program supervisor's phone number so that management can be made directly and immediately aware of rider concerns/issues.
- The **City of Warren** provides transportation for those customer/residents needing to participate in special events put on by the City's Parks and Recreation Department.
- **Warren** does quarterly trainings and holds meetings for all operations and administrative staff, sending employees to available seminars whenever possible.
- Took out mall trips for time being, as we need to transport customers more for regular appointments and grocery shopping within the city. Mall trips were outside of city and took up too much time away from daily needed trips.

Please provide a description of any changes to last year's response below. (If nothing has changed please type "no change" in the box below.)

No change

B) DESCRIBE PLANNED ACTIVITIES FOR THE NEXT FISCAL YEAR:**Last Year's Response:**

- No new activities planned at this time.

Please provide a description of any changes to last year's response below. (If nothing has changed please type "no change" in the box below.)

No change

C) Organizations must ensure that the level and quality of service will be provided without regard to race, color, or national origin and that there is not a disparate impact on groups protected by Title VI of the Civil Rights Act of 1964 and related statutes and regulations. This is especially important if the same service has been provided for several years and demographic changes may have occurred in your community or if service changes have been made. PLEASE DESCRIBE YOUR EFFORTS TO COMPLY WITH THIS REQUIREMENT:

Last Year's Response:

- Warren's policy is to treat all customers with dignity and respect and attempt to meet rider needs with available budgetary resources. If a question arises in dealing with an a typical customer concern, especially when dealing with disability concerns, Warren's program managers contact the SMART Ombudsperson and/or ADA Program Manager to ensure that follow-up is compliant with all civil rights laws.

Please provide a description of any changes to last year's response below. (If nothing has changed please type "no change" in the box below.)

No change

CONTACT PERSON	TITLE	DATE
Denise Krolczyk	Program Supervisor	1/8/2024

FY 2025 SPECIALIZED SERVICES CONTACT INFORMATION FORM

APPLICANT NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP CODE	PHONE NO.	FAX NO.	E-MAIL ADDRESS	COUNTY(IES) COVERED BY THIS APPLICATION
City of Warren-Parks & Recreation Dept.	Denise Krolczyk	5460 Arden	Warren	MI	48092	586-268-0551	586-268-8409	dkrolczyk@cityofwarren.org	Macomb

FY 2025 SPECIALIZED SERVICES BUDGET DATA FORMName of Applicant *(Legal organization name)*

City of Warren, Parks & Recreation Department

REVENUE SCHEDULE**FY 2025**

Passenger Fares <i>(paid by rider)</i>		\$6,179
Contract Fares <i>(paid by another organization)</i>		\$0
Local <i>(Source)</i>	Millage	\$255,780
	Community Credits	
	General Fund	
	In-Kind	
	<i>Insert Other Local Source</i>	
State <i>(total of all sources)</i>	Specialized Services, Municipal Credits	\$75,547
Federal <i>(total of all sources)</i>	Block Grants (CDBG), JARC, New Freedom, 5310	
Other <i>(total of all sources)</i>	Donations-Hospitals, Businesses	
Total Revenues		\$337,506

EXPENSE SCHEDULE

Labor and Fringe Benefits	\$270,262
Services, Materials and Supplies <i>(gas, oil, outside repairs etc.)</i>	37,644
Casualty and Liability Insurance	\$19,600
Purchased Transportation Service Within Service Area	NA
Leases and Rentals	NA
Depreciation and Amortization	NA
All Other	\$10,000
Total Operating Expenses	\$337,506

CONTACT PERSON	TITLE	DATE
Denise Krolczyk	Program Supervisor	2/13/2025



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: FEBRUARY 13, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: FIRE DEPARTMENT RECOMMENDATION TO PURCHASE FIFTY (50) CREDITS FROM THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE PURPOSE OF CREATING A GRAPHICAL REPRESENTATION OF THE DEPARTMENT'S 2024 INCIDENT VOLUME; STA-W-1454.

The Purchasing Division concurs with the Fire Department and recommends that City Council waive the bidding procedure and authorize the purchase of Fifty (50) Credits from the Environmental Systems Research Institute (ESRI), 380 New York Street, Redlands, CA 92373 utilizing the State of Michigan MiDeal Contract #MA180000000018 in the annual amount of \$35,900.00.

The Fire Department is seeking to obtain fifty (50) credits from ESRI for the purpose of creating a graphical representation of the department's 2024 incident volume. This information will be used to validate current fire station locations and to determine if the City needs to relocate or build additional fire stations in response to the growing incident volumes the department is experiencing.

Please see the attached recommendation letter from the Fire Commissioner for additional details.

Funds are available annually in the following Account: 101-1336-97400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		2/14/2025
MAYOR:		2/17/2025



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 22

to

Contract Number MA180000000018

CONTRACTOR	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
	380 New York Street
	Redlands CA 92373-8100
	Tim Brazeal
	609-793-2853 1607
	tbrazeal@esri.com
	CV0066756

STATE	Program Manager	Various	DTMB
	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		LyonJ5@michigan.gov	

CONTRACT SUMMARY				
ESRI Master Purchase Agreement				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 16, 2017	October 15, 2022	5 - 12 Months	October 15, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,290,516.00	\$0.00	\$19,290,516.00		
DESCRIPTION				
10/10/2024, this change is to update the annual maintenance to continue use of the ESRI Michigan Imagery Solution. Using existing funds for \$190,290 for funding change notice.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval				



Environmental Systems Research Institute, Inc.
360 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/3/2025 To: 5/4/2025*

Quotation # Q-538600

Date: February 5, 2025

Customer # 430887 Contract # 00018574.12

City of Warren
Public Service Dept
23295 Schoenherr
Warren, MI 48089

ATTENTION: William Alter
PHONE:
EMAIL: walter@warrenfiredept.org

Material	Qty	Term	Unit Price	Total
103032	1	Year 1	\$35,900.00	\$35,900.00

Esri Advantage Program: Additional 50 Learning and Service Credits. This product cannot be purchased without an existing Advantage Program subscription.

Subtotal:	\$35,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$35,900.00

AP Agreement 00284754.1

This quote is subject to the terms and conditions of the State of Michigan Contract No. MA-171-1113-180000000018 / Esri Contract No. 318946. Please reference the contract on your Purchase Order; no other terms shall apply.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 851-454-0600 x2331
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esristates/media/legal/product-specific-terms-of-use/300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/USAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-538600

Date: February 5, 2025

Customer # 430887 Contract # 00018574.12

City of Warren
Public Service Dept
23295 Schoenherr
Warren, MI 48089

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/3/2025 To: 5/4/2025*

ATTENTION: William Alter
PHONE:
EMAIL: walter@warrenfiredept.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Jason Fetch

Email:
jfetch@esri.com

Phone:
651-454-0600 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esri/external/legal/product-specific/terms-of-use/300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FETCH

This offer is limited to the terms and conditions incorporated and attached herein.

February 5, 2025



Craig Treppa
Purchasing Agent

WARREN FIRE DEPARTMENT

23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

Subject: ESRI GIS Services

Craig

The Fire Department desires to purchase fifty (50) credits from ESRI GIS Services in the amount of \$35,900.00 for the purpose of creating a graphical representation of our 2024 incident volume. The department would like to use state of Michigan MI-DEAL contract # 180000000018. Additionally, ESRI GIS Services is considered a sole source provider of GIS services by the purchasing department as several other city departments contract with ESRI for GIS services.

The purpose of the analysis includes providing the administration and the Insurance Service Office (ISO) with a graphical representation using the departments 2024 incident volume to validate and / or make recommendations on our 1st due response districts, apparatus response order and to validate current fire station location and determine if the city needs to relocate or build additional fire stations to respond to growing incident volume and meet our goal of achieving an ISO rating of 2 or better at our next evaluation in 2029. Additionally, with the relocation of the two fire stations we also need to validate that the new station locations will not negatively impact our response times to the north central section of the city while improving our response times to the northeast quadrant of the city. The information will also help the department determine if we should expand / contract the 1st due response districts for fire stations #4, #5 and #6 and the information will also be used to validate current 1st due response districts and / or to make recommendations for changes to 1st due response districts along validating that staffing levels and apparatus type are appropriate with NFPA and ISO recommendations.

After discussing the goals of the evaluation ESRI is confident that they can provide the graphical analysis needed to submit to ISO so that they can make recommendations that are supported by data to validate current and potential fire station locations along with determining 1st due response districts with the purchase of the fifty (50) credits in the amount of \$35,900.00.

Please direct questions to my attention at Ext. 3100.

Funds are available in Account # 101-1336-97400

Professionally,

Wilburt McAdams
Fire Commissioner



WARREN FIRE DEPARTMENT
INTER-DEPARTMENT COMMUNICATION
OFFICE OF THE MIS DIVISION

MEMO TO: Commissioner McAdams *Wm*
FROM: MIS Specialist Bill Alter
DATE: January 14, 2025
SUBJECT: Purchase Request - ESRI GIS Services

Commissioner,

I was tasked to see how the Fire Department could best utilize the City of Warren GIS services to create graphical representations of our run volumes and how they relate to response areas. I setup a meeting with our ESRI representative, her and her staff assured us that they would absolutely be able to come up with a solution that would truly help our department visualize run data and help with ISO research. ESRI offered to provide a long-term solution to show our run data and how it relates to response areas. They are also able to integrate with CLEMIS, our CAD provider to get nearly real-time run data. Services from ESRI are obtained via credits that need to be purchased.

ESRI has broken up our project into two phases, and each phase will cost 25 credits. They have broken the project up, so we have something to work with sooner rather than later. The Engineering Department has offered to "front" ten credits so we can start the project ASAP. That is dependent upon our approval to purchase 50 credits.

I'm requesting the purchase of 50 credits from ESRI at the cost of \$35,900.00 utilizing the existing contract between the City of Warren and ESRI which utilizes MIDEAL contract #180000000018.

Please let me know if you have any questions.

Bill Alter
MIS Specialist

RESOLUTION

Document No: STA-W-1454
Product or Service: GIS Services
Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025, at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers:

ABSENT: Councilmembers:

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods, or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department and the City, to purchase fifty (50) credits from ESRI GIS Services to create graphical representations of our incident volume to allow the department to corollate incident volume to incident response areas and to validate current and potentially future fire station locations in the total amount of \$35,900.00 pursuant to State of Michigan Cooperative MI-DEAL contract # 180000000018.

The Fire Department recommends the purchase of fifty (50) credits from Environmental Systems Research Institute, Inc. (ESRI), 380 New York St, Redlands, CA 92373-8100 using the State of Michigan MI-DEAL contract # 180000000018 in the total amount of \$35,900.00.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in account number: 101-1336-97400.

IT IS RESOLVED; that the cooperative purchase of fifty (50) credits in the total amount of \$35,900.00 from ESRI GIS Services is hereby accepted by City Council.

IT IS FURTHER RESOLVED; that City Council approves the payment to ESRI GIS Services upon the crediting of the fifty (50) credits to the fire department for the purpose of creating a graphical representation of our 2024 incident volume.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Cooperative Bid Document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ February 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.

COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb
County, Michigan, hereby certifies that the foregoing is a true and correct copy of the
resolution adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk

ShredCorp

31751 Sherman Ave
Madison Heights, MI 48071
(248) 577 - 0928

ShredCorp

Billing Address:

City of Warren
1 City Sq.
Warren, MI 48093

Invoice #: 4348750

Account #: 124

Invoice Date: 02/06/25

PO #: 2528353

Terms: Due on receipt

Due Date: 02/06/25

Billing notes:

TREASURY, 1 City Sq. Suite 200 Warren, MI 48093 TREASURY , PO# 2528353

Work Order #	PO Number	Work Date	Container Type	Service Type	Containers	Amount
3200323	2528353	02/06/25	65 Gallon Tote	Scheduled Shredding/Unit	1	\$15.00
Total						\$120.00

Minimum Service Charge: \$120.00

Tax: \$0.00

Amount Due: \$120.00

Certificate of Destruction:

ShredCorp hereby certifies that the materials received on the noted dates has been confidentially handled and destroyed and that the material will then be recycled.

Duplicate Invoice

Print date: 2/13/2025

Washington Elevator

7030 West Road
P.O. Box 156
Washington, MI 48094
(586)781-4822
Fax# (586)781-6004
www.WashingtonElevator.com

Invoice #: 2-1027129-01
Invoice Date: 2/13/25
Invoice Time: 2:01 pm
Station: STATION1
Sales Rep: SUB
Terms: DUE15TH
Customer PO#: Phone order

Bill To:

City of Warren
One City Square, Ste 425
Attn: Purchasing Department
Warren, MI 48093
586-574-4639

Ship To:

Stillwell Manor
26600 Burg Road
Warren, MI 48089

Qty	Item Description	Unit Size	Price	Total
112	Ice Byter, 50lbs	50 lbs	9.50	1,064.00
1	Delivery Truck	1-6,000lb	75.00	75.00

Subtotal 1,139.00

Tax 0.00

Total 1,139.00

Tender: House Charge 1,139.00

Change 0.00

Return Policy

Returns must be made within 30 days with original receipt. Items must be in original unopened condition.

Finance Charge -1.5% per month on Account Balance not paid by the due date, which is an Annual Percentage Rate of 18%

Thank you for your business.



DATE: FEBRUARY 12, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: AWARD TO FURNISH AND INSTALL THREE (3) MINI-SPLIT HEATING AND COOLING UNITS
UTILIZING THE RFP-W-9103 CONTRACT; CITY DOCUMENT TRI-W-1303.

The Purchasing Division concurs with the Fire Commissioner and recommends that City Council approve an award to Johnson Controls, Inc. (JCI), 6111 Sterling Drive North, Sterling Heights, MI 48312 for furnishing and installing three (3) Mini-Split Heating and Cooling Units as well as an Exhaust Fan and Air Ventilator at the Fire Apparatus Garage, utilizing the existing JCI contract RFP-W-9103 in an amount not to exceed \$60,718.00.

If approved by your honorable body, the three (3) new units will be installed in small areas in the Fire Apparatus Garage that will be transformed into a classroom, multi-purpose training area, and a workshop. Currently the building has two (2) overhead HVAC units that are not able to regulate the building temperature during the cold winter months.

RFP-W-9103 allows JCI to perform this work utilizing the contracted hourly rates and markups that were approved by City Council.

Funds are available in the following account: 101-1336-97400.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/14/2025
Controller:		2/14/2025
MAYOR:		2/17/2025



PROPOSAL



Johnson Controls, Inc.
Building Efficiency
6111 Sterling Drive North
Sterling Heights, MI
48312

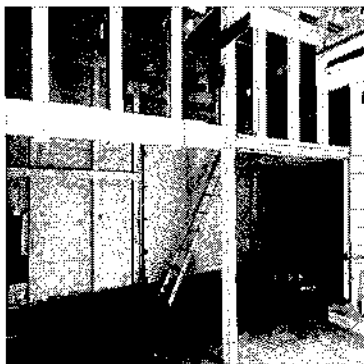
Date: 07-17-2024
Updated 09-18-2024
Updated 10-23-2024



Warren Fire Department
Attn: Chief Sean Miller – Special Operations Fires Station #4
6361 Chicago Road, Warren, Michigan 48092
Cell: (586) 362-6892

Re: Warren Fire Station Special Operations Area

The following proposal is being provided to install three (3) dedicated HVAC systems for areas within the Equipment Building of the Special Operations Command located at Fire Station #4 on Hoover Road in Warren, Michigan.



Pic #1: Area A



Pic #2: Area B



Pic #3: Area C

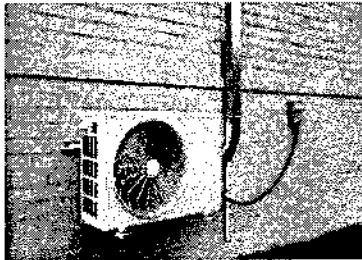
Johnson Controls is pleased to provide a proposal to install three (3) dedicated HVAC ductless splits systems to serve each area as indicated above.



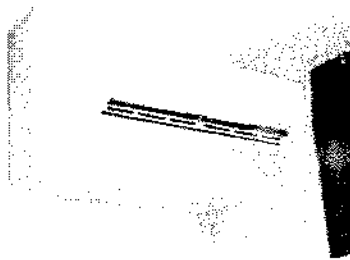
PROPOSAL



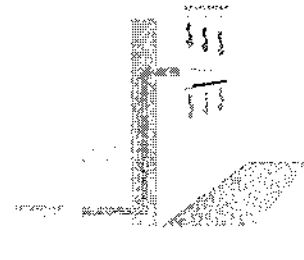
Johnson Controls, Inc.
Building Efficiency
6111 Sterling Drive North
Sterling Heights, MI
48312



Pic #1 exp. of outside mounted wall unit



Pic #2 exp of interior unit



Pic #3 exp of connections between interior/exterior units

Johnson Controls is pleased to provide a proposal for the above stated project as follows:

Quote # 1-1PFOMQSF Scope of Work

1. Upon approval order and schedule work, based on delivery of equipment with Warren Fire Station #4 Chief Miller.
2. Provide labor and materials to install three (3) wall brackets on the outside walls for three (3) new condensers installation.
3. Provide and install three (3) new HVAC condensers on outside walls of Equipment Building located at Fire Station #4. Locations previously identified will be confirmed prior to installation.
New condensers to include the following:
 - R410A refrigerant
 - Electrical disconnect switch
 - Inverter technology
4. Provide labor and materials to install mounting materials in the following areas. Evaporators to be installed in following rooms as indicated above:
 - Area A
 - Area B
 - Area C
5. Provide and install three (3) new evaporators in the rooms as indicated above
Evaporator technology to Include:
 - Quiet operation
 - Space-saving design
 - Energy efficient (Up to 18.9 SEER)
 - Fully optimized for R-410A refrigerant
 - High-efficiency inverter driven swing compressor
 - Precision temperature control for individual rooms
 - 10 Year limited parts warranty with online registration
 - Specialized drain pan design for improved cold climate drainage



PROPOSAL



Johnson Controls, Inc.
Building Efficiency
6111 Sterling Drive North
Sterling Heights, MI
48312

- Inverter "Variable Speed" compressor technology
 - Low ambient cooling to 5 degrees F / -4 F with optional drain pan heater
 - High efficiency cooling and heating operation provides utility bill savings
6. Provide and install refrigeration line sets from outside condenser to each indoor evaporators and make necessary connections.
 7. Pressurize system with nitrogen and check for leaks.
 8. Provide and install condensate pumps and condensate drain lines to nearest drain or outside of building.
 9. Provide sub-contractor electrical services for installation of power connections to condenser and evaporators.
 10. Provide and install individual thermostatic control for each evaporator head install. Each unit to have individual control unless JCI to demonstrate and train Fire Station #4 personnel on usage of new thermostats.
 11. Provide check, test and startup of new AC systems.
 12. Review operation and maintenance with Warren Fire Station #4 personnel.
 13. Upon satisfactory approval from Warren Fires Station leadership clean work areas and remove tools from job site.

Base proposal price for above scope of work.....\$47,343.00

Three (3) complete and individual HVAC systems in each Areas as indicated above

Cost Breakdown

Labor

Material handling, prep for install, installation, start up (Straight Time)

- Labor (2) Journeymen 60 hrs. x (2) men = 120 hrs. x \$103.00 (ST).....\$12,360.00
- Labor (1) Apprentice 60 hrs. x (1) man = 60 hrs. x \$81.96 (ST).....\$ 4,917.60
- Project Management (24) hours straight time x \$103.00(ST).....\$ 2,472.00
- Engineering Review (8) hours straight time x \$103.00.....\$ 824.00

Subtotal.....\$20,573.60

Equipment & Misc. Materials (15%)

- YORK HVAC Split systems.....\$13,828.00
- Misc materials: wall mounts, brackets, line sets, refrigerate, torches, nitrogen, etc.....\$5,995.00
- Use Tax.....\$1,189.38
- Vehicle Usage / Mileage \$75.00 x (3).....\$ 225.00

Subtotal.....\$21,237.38

Sub-Contractors (10%)

- Rigging equipment (ST rates).....\$ 500.00
- Electrical power wiring (new to each unit).....\$5,032.00

Subtotal.....\$5,532.00



PROPOSAL



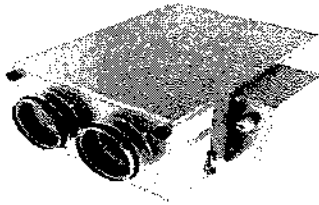
Johnson Controls, Inc.
Building Efficiency
6111 Sterling Drive North
Sterling Heights, MI
48312

Secondary Options

Quote #1-1PLQMDB9: Exhaust Fan and Air Ventilator Scope of Work

1. Upon approval order and schedule work, based on delivery of equipment with Warren Fire Station #4 Chief Miller.
2. Provide labor and materials to install the following:
 - Replacement of existing through the wall exhaust fan with new
 - Installation of new air ventilator in North end of the building
3. Provide and install necessary power to each new piece of equipment.
4. Provide and install necessary controls for replacement exhaust fan and air ventilator.
5. Provide check, test and startup of new AC systems.
6. Review operation and maintenance with Warren Fire Station #4 personnel.
7. Upon satisfactory approval from Warren Fire Station leadership clean work areas and remove tools from job site.

Base proposal price for above scope of work.....\$13,375.00



Pic #1 Example of Air Ventilator



Pic #2 Example of thru the wall exhaust fan

Cost Breakdown

Labor

Material handling, prep for install, installation, start up (Straight Time)

- Labor (1) Journeymen 24 hrs. x (1) men = 24 hrs. x \$103.00 (ST).....\$2,472.00
- Labor (1) Sheetmetal 32 hrs. x (1) man = 32 hrs. x \$103.00 (ST).....\$3,296.00
- Project Management (8) hours straight time x \$103.00(ST).....\$ 824.00
- Engineering Review (4) hours straight time x \$103.00.....\$ 412.00

Subtotal.....\$7,004.00

Equipment & Misc. Materials (15%)

- Commercial Grade Air Ventilator.....\$1,978.00
- Misc materials: wall mount, brackets, screws, silicone, etc.....\$ 896.00
- Use Tax.....\$ 165.12
- Vehicle Usage / Mileage \$75.00 x (2).....\$ 150.00

Subtotal.....\$3,189.12



PROPOSAL



Johnson Controls, Inc.
Building Efficiency
6111 Sterling Drive North
Sterling Heights, MI
48312

Sub-Contractors (10%)

- Rigging equipment (ST rates).....\$ 350.00
- Electrical power wiring (new to unit).....\$2,832.00

Subtotal.....\$3,182.00

Warranty: Equipment – Manufacture warranty applies
 Labor 90 days

Clarifications & Exclusions:

- All work to be performed during normal working hours, unless otherwise specified.
- Proposal includes only scope of work as indicated above. If any item outside this scope of work is found in need of repair, it will immediately be brought to the attention of Warren Fire Sation #4 Leadership for review and discussion. No work to be performed without authorization from Warren Fire Station #4 Leadership..
- **Upon approval JCI will apply to the DTE Energy Rebate Program for rebate funds issued on equipment of this nature. Rebates are offered due to the significant energy savings these units produce over the standard HVAC systems**

If you should have any further questions, please call Michael Konczak (810) 300-4809 or JCI Technical Team Leader James Miller (810)577-3122

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser - Company Name

Signature

Name: _____

Title: _____

Date: _____

This proposal is valid until:

JOHNSON CONTROLS, INC.

Signature

Name: Michael Konczak

Title: Account Executive



February 12, 2025

Craig Treppa
Purchasing Agent

WARREN FIRE DEPARTMENT

23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

Subject: RFP-W-9103 – HVAC Units—Mini Splits

Craig

The Fire Department for the purchase and installation of three (3) mini-split heating and cooling units and an exhaust fan and air ventilator at the apparatus garage. Currently there are two overhead heating units that are used to maintain the temperature at the apparatus garage at about 60 degrees depending upon the temperature during winter months. In order to meet strengthen training requirements imposed by the state fire marshal and the firefighter training council the department must train year around regardless of weather conditions to comply with the additional training requirements. Therefore, the department will be utilizing the apparatus garage to conduct indoor training during cold weather months and inclement weather days year around. To accomplish this goal the department using RFP-W-9103 that awarded HVAC work to Johnson controls for the city the department desires to utilize established labor rates to install three (3) mini split heating cooling units into three (3) smaller areas in the building which are being transformed into a classroom, multi-purpose training area and a workshop in which we will build our own props and shores.

The department has worked with Johnson Controls to identify the best solution to heating and cooling needs and believe that this solution will provide the department with the most cost-effective way to regulate the temperature while also seeking to not heat or cool the building while no one is using the building for training or other purposes.

Therefore, it is the recommendation of the Fire Department using RFP-W-9103 to purchase and install three (3) mini splits from Johnson Controls in the total amount of \$60,718.00.

Funds are available for this purchase in Account: 101-1336-97400.

Professionally,

Wilburt McAdams
Fire Commissioner

RESOLUTION

Document No: TRI-W-1303

Product or Service: Three (3) Mini-Split HVAC Units

Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7:00 p.m. Local Time, in the Council Chambers at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department and the City, to acquire one 115 Ton Trane Rooftop Chiller Unit, R-410A from Johnson Controls, Inc., 6111 Sterling Drive, North, Sterling Heights, MI 48312, utilizing the labor and material rates from the extendable City of Warren contract RFP-W-9103 in the amount of \$60,718.00.

The Purchasing Agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Account 101-1336-97400.

IT IS RESOLVED, that Johnson Controls, Inc. is hereby accepted by City Council to furnish and install three (3) Mini-Split HVAC Units, as well as an Exhaust Fan and Air Ventilator for the Fire Apparatus Garage in the total not to exceed amount of \$60,718.00.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Cooperative Bid Document

X Contract

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk

FEB 11 2025



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION
One City Square, Suite 300
Warren, Michigan 48093-2390
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

DATE: January 27, 2025

TO: Mindy Moore, City Council Secretary

RE: **CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 2 and Final to City Contract WP-23-790, Toepfer Rd Reconstruction and Water Main Extension, Increasing the current contract amount by \$37,147.40 resulting in a final contract amount of \$2,091,202.20 and to approve and issue Payment No. 6 and Final in the amount of \$219,229.91 to Mark Anthony Contracting.**

Attached hereto is a copy of the proposed Contract Modification No. 2 and Final to the City Contract WP-23-790, Toepfer Rd Reconstruction and Water Main Extension. The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in an increase from the current contract amount by \$37,147.40.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 2 and Final to the City Contract WP-23-790, Toepfer Rd Reconstruction and Water Main Extension, as presented in the attached Contract Modification No. 2 and Final.

Additionally, it is recommended that Payment No. 6 and Final for the work completed under the contract WP-23-790, Toepfer Rd Reconstruction and Water Main Extension, in the amount of \$219,229.91 be issued to Mark Anthony Contracting three (3) days after City Council approval of the attached Contract Modification No. 2 and Final.

Please place this item on the next available City Council agenda for consideration.

If you have any questions regarding this matter, I can be reached in my office at (586) 759-9300.

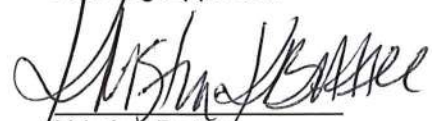
Sincerely,


Tina G. Gapshes, P.E.
City Engineer

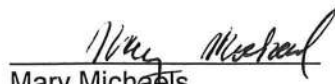
Read and Concurred:


David Muzzarelli
Public Service Director

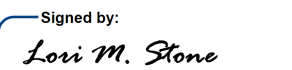
Funding Approval:


Kristina Battle
Budget Director

Approved as to Form:


Mary Michaels
Acting City Attorney

Recommended to Council:

Signed by:

Lori M. Stone
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Lori M. Stone
Mayor



**PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION**
One City Square, Suite 300
Warren, Michigan 48093-2390
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

CONTRACT MODIFICATION

DATE: January 22, 2025

CONTRACT: WP-23-790, Toepfer Rd Reconstruction and Water Main Extension

MODIFICATION NO.: 2 and Final

TO: Mark Anthony Contracting
4844 Old Plank Road
Milford, MI 48381

NECESSITY FOR REVISION: Adjustment of final project quantities.

The adjustment in final quantities is as described in the attached table.

The sum of \$37,147.40 is hereby added to the current Contract Amount of \$2,054,054.80 resulting in an amended final contract price of \$2,091,202.20.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

The above shall be effective upon approval of the City Council and execution by the Mayor and Clerk.

The total change in contract due to the adjustment of final project quantities and balancing of the original pay items to as constructed quantities is a \$37,147.40 (increase) resulting in a final contract amount of \$2,091,202.20.

Accepted by:	<u>Gary P. Evangelista</u> for Mark Anthony Contracting (Contractor)	Date:	_____
Recommended by:	<u>Tina G. Gapshes</u> Tina G. Gapshes, P.E., City Engineer	Date:	<u>2-8-25</u>
Approved by:	<u>Warren City Council</u>	Date:	_____
Approved by:	<u>Lori M. Stone, Mayor</u>	Date:	_____
Approved by:	<u>Sonja Buffa, City Clerk</u>	Date:	_____

**RESOLUTION TO APPROVE CONTRACT MODIFICATION No. 2 AND FINAL
AND PAYMENT No. 6 AND FINAL FOR CITY PROJECT
WP-23-790, TOEPFER RD RECONSTRUCTION AND WATER MAIN EXTENSION**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,
held on _____, 2025 at _____ p.m. Eastern Daylight Savings Time, in the
Council Chamber at the Warren Community Center Auditorium.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following preamble and resolution were offered by Councilperson

_____ and supported by Councilperson _____.

Mark Anthony Contracting and the City of Warren entered into a contract titled WP-23-790,
Toepfer Rd Reconstruction and Water Main Extension.

Certain changes to the project were deemed necessary by the City Engineer due to field
changes and modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 2
and Final as submitted, thereby increase the current contract amount by \$37,147.40 resulting in a
final contract amount of \$2,091,202.20.

The City Engineer further recommends that Payment No. 6 and Final in the amount of
\$219,229.91 for the work completed under the contract WP-23-790, Toepfer Rd Reconstruction
and Water Main Extension be issued to Mark Anthony Contracting be issued three (3) days after the
approval of Contract Modification No. 2 and Final.

The City Engineer also recommends that project funding be modified as follows, to
account for the additional pay items and balancing the original pay items to as-constructed
quantities:

Subtraction of \$77,772.01 from the Local Street Roads Repair Special Revenue Fund

Addition of \$114,919.41 to the 2023 Water & Sewer Capital Improvement Fund

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled WP-23-790, Toepfer Rd Reconstruction and Water Main Extension project for adjustment of final project quantities and payment to the Contractor for all work completed resulting in an increase of \$37,147.40 to the current contract amount, as presented in the attached Contract Modification No. 2 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 2 and Final to City Contract WP-23-790, Toepfer Rd Reconstruction and Water Main Extension project in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 6 and Final to Mark Anthony Contracting in the amount of \$219,229.91 be issued three (3) days after the approval of Contract Modification No. 2 and Final including releasing any interest on retainage.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan,
hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of
the City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk

Resolution to approve Contract Modification No. 2 and Final
WP-23-790, Toepfer Rd Reconstruction and Water Main Extension
Mark Anthony Contracting



PAYMENT REQUEST

Date : January 25, 2025

NOTE: CITY COUNCIL APPROVAL REQ

To : Sara Karpuk, Budget Cost Analyst, Controller's Office

From : Engineering Division

Re : Payment No. 6 and Final
 Project No. W-23-790
 Location Toepler Road Mullin to MacArthur
 Improvement: Road Reconstruction and Water Main Replacement

Payee : Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

Original Contract Amount (City Council Approval 7/25/23)	\$1,924,054.80
Contract Modification No. 1 (City Council Approval 9/24/24)	\$130,000.00
Prop Contract Modification No. 2 and Final	\$37,147.40
Final Contract Amount	<u>\$2,091,202.20</u>

Total Work performed as of: 1/25/25	\$2,091,202.20
Less Retainage 0.00%	\$0.00
Net Amount Earned	\$2,091,202.20
Amount of Previous Payment Requests	\$1,871,972.29

Amount Due This Estimate

\$219,229.91

Retainage Previously Withheld	\$96,202.74
Retainage Change this Pay Estimate	<u>-\$96,202.740</u>

Chargeable to :	Local Street Roads Repair and Replacement Special Revenue Fund	\$73,208.58
Chargeable to :	2023 Water & Sewer Capital Improvement Fund	\$146,021.33

Prepared by:

Approved for Payment:

A handwritten signature in black ink, appearing to read "Olivia Girimonte".

Olivia Girimonte
Civil Engineer

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina Gapshes, P.E.
City Engineer

cc: Payee

CONTRACTOR: Mark Anthony Contracting, Inc.
ADDRESS: 4810 Old Plan Road, Milford, MI 48361

DATE: 1/22/2025
HRC Job #: 20221073

City of Warren
Toepfer Road Pavement Reconstruction and Water Main Replacement (Mullin to MacArthur)
City Contract WP-23-790
Pay Estimate No. 6 (FINAL)

Item No.	Item	Original Contract Quantity	Unit	Contract Bid Price	Original Bid Amount	Auth. Qty to Date	Payment
1	Sign, Rem, Salv and Erect (incl. new steel post)	5	Ea	\$ 292.88	\$ 1,464.40	5.00	\$ 1,464.40
2	Erosion Control, Inlet Protection, Fabric Drop	19	Ea	\$ 70.29	\$ 1,335.51	20.00	\$ 1,405.80
3	Silt Fence (if required)	400	Lft	\$ 1.64	\$ 656.00	435.00	\$ 713.40
4	Pavement, Rem	10980	Syd	\$ 9.72	\$ 106,725.60	11366.12	\$ 110,478.69
5	HMA Surface, Rem	8465	Syd	\$ 2.59	\$ 21,924.35	8465.00	\$ 21,924.35
6	Sidewalk, Rem	4086	Sft	\$ 1.17	\$ 4,780.62	7325.89	\$ 8,571.29
7	Sewer, Rem, Less than 24 inch	453	Lft	\$ 17.76	\$ 8,045.28	453.00	\$ 8,045.28
8	Dr Structure, Rem	16	Ea	\$ 370.27	\$ 5,554.05	15.00	\$ 5,554.05
9	Water Main, 8 inch, Abandon in Place	1437	Lft	\$ 3.86	\$ 5,546.82	1265.00	\$ 4,882.90
10	Gate Valve & Well, Rem	3	Ea	\$ 550.00	\$ 1,650.00	9.00	\$ 4,950.00
11	Water Main, Rem (As Directed)	800	Lft	\$ 10.62	\$ 8,496.00	105.00	\$ 1,115.10
12	Water Main, PVC C-909, 8 inch (Tr Det B)	1455	Lft	\$ 119.00	\$ 173,145.00	1556.00	\$ 185,164.00
13	Gate Valve & Well, 8 inch	3	Ea	\$ 6,954.00	\$ 20,862.00	7.00	\$ 48,678.00
14	Water Main Connection, 8 inch	4	Ea	\$ 5,214.00	\$ 20,856.00	6.00	\$ 31,284.00
15	Hydrant, Rem	2	Ea	\$ 490.00	\$ 980.00	2.00	\$ 980.00
16	Fire Hydrant Assembly, Complete	2	Ea	\$ 7,269.00	\$ 14,538.00	2.00	\$ 14,538.00
17	Water Serv, Short, Type K Copper, 1 inch	25	Ea	\$ 2,166.00	\$ 54,150.00	23.00	\$ 49,818.00
18	Insulation Board, 2 inch	71	Sft	\$ 5.00	\$ 355.00	160.00	\$ 800.00
19	Sewer, CI IV, 12 inch, Tr Det B w/Sand Backfill	405	Lft	\$ 98.71	\$ 39,977.55	405.00	\$ 39,977.55
20	Catch Basin, Type A	2	Ea	\$ 5,012.41	\$ 10,024.82	2.00	\$ 10,024.82
21	Catch Basin, Type B	13	Ea	\$ 3,419.58	\$ 44,454.54	13.00	\$ 44,454.54
22	Dr Structure Built Over Existing, 60 inch	1	Ea	\$ 7,739.02	\$ 7,739.02	1.00	\$ 7,739.02
23	Dr Structure Tap, 12 inch	10	Ea	\$ 360.50	\$ 3,605.00	10.00	\$ 3,605.00
24	Dr Structure Tap, 6 inch	15	Ea	\$ 229.99	\$ 3,449.85	15.00	\$ 3,449.85
25	Sewer Bulkhead, 12 inch	2	Ea	\$ 522.06	\$ 1,044.12	9.00	\$ 4,698.54
26	Dr Structure Cover, Adj, Case 1	19	Ea	\$ 1,135.50	\$ 21,574.50	19.00	\$ 21,574.50
27	Under Drain, Subgrade, Open-Grade, 6 inch	4086	Lft	\$ 18.47	\$ 75,468.42	3955.00	\$ 73,048.85
28	Sanitary Lead Repr, 6 inch, Tr Det B	50	Lft	\$ 53.41	\$ 2,670.50	0.00	\$ -
29	Station Grading	20.4	Sta	\$ 8,294.36	\$ 169,204.94	22.90	\$ 189,940.84
30	Subgrade Undercutting, Install 1"x3" Crushed Concrete (CIP)	200	Cyd	\$ 75.86	\$ 15,172.00	19.00	\$ 1,441.34
31	Aggregate Base, 8 inch, CIP, 21AA Crushed Limestone	11600	Syd	\$ 13.58	\$ 157,528.00	11108.67	\$ 150,855.74
32	Aggregate Base, 6 inch, CIP, 21AA Crushed Limestone	269	Syd	\$ 12.55	\$ 3,375.95	1111.20	\$ 13,945.56
33	Concrete Pavement, 8 inch w/Integral Curb, MDOT Grade P1 6.0 Sack, Nonreinf	10930	Syd	\$ 60.50	\$ 661,265.00	10202.89	\$ 617,274.85
34	Concrete Driveway, 8 inch, MDOT Grade P1 6.0 Sack, Nonreinf	24	Syd	\$ 102.15	\$ 2,451.60	48.00	\$ 4,903.20
35	Concrete Driveway, 6 inch, MDOT Grade P1 6.0 Sack, Nonreinf	360	Syd	\$ 63.36	\$ 22,809.60	1027.76	\$ 65,118.87
36	Sidewalk, Conc, 4 inch	3596	Sft	\$ 5.93	\$ 21,324.28	6754.51	\$ 40,054.24
37	Sidewalk Ramp, Conc, 6 inch	230	Sft	\$ 8.67	\$ 1,994.10	571.38	\$ 4,953.86
38	Detectable Warning Surface	35	Lft	\$ 44.71	\$ 1,564.85	126.00	\$ 5,633.46
39	Curb Ramp Opening, Conc	325	Lft	\$ 23.43	\$ 7,614.75	119.00	\$ 2,788.17
40	Driveway Opening, Conc, Det M	866	Lft	\$ 41.00	\$ 35,506.00	0.00	\$ -
41	Traffic Control and Maintenance	1	Lsum	\$ 25,851.63	\$ 25,851.63	1.00	\$ 25,851.63

City of Warren
Toepfer Road Pavement Reconstruction and Water Main Replacement (Mullin to MacArthur)
City Contract WP-23-790
Pay Estimate No. 6 (FINAL)

42	Maintenance Aggregate	400	Ton	\$	20.85	\$	8,340.00	480.71	\$	10,022.80
43	Restoration, Hydroseeding (Incl. 3" Topsoil, Seed & Fertilizer)	1200	Syd	\$	13.89	\$	16,668.00	4540.24	\$	63,063.93
44	Sign, Rem, Salv and Reinstall	9	Ea	\$	1,054.35	\$	9,489.15	9.00	\$	9,489.15
45	Sprinkler Head, Replace (As Needed)	5	Ea	\$	105.44	\$	527.20	2.00	\$	210.88
46	Sprinkler Head, Relocate (As Needed)	5	Ea	\$	93.72	\$	468.60	0.00	\$	-
47	Sprinkler Line (As Needed)	200	Ft	\$	9.37	\$	1,874.00	7.00	\$	65.59
48	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	506	Ft	\$	5.66	\$	2,965.16	500.00	\$	2,930.00
49	Pedestrian Crossing sign (W11-2A)	2	Ea	\$	410.03	\$	820.06	2.00	\$	820.06
50	Pedestrian Crossing sign (W11-2)	2	Ea	\$	410.03	\$	820.06	2.00	\$	820.06
51	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	24	Lft	\$	17.57	\$	421.68	130.00	\$	2,284.10
52	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	280	Lft	\$	5.86	\$	1,637.68	734.00	\$	4,301.24
53	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 5% of construction cost)	1	Lsum	\$	49,000.89	\$	49,000.89	1.00	\$	49,000.89
54	Allowances for Unforeseen Field Conditions	1	Lsum	\$	25,000.00	\$	25,000.00	0.00	\$	-
55	Prefabricated Portable Sanitary Facility	1	Ea	\$	1,171.50	\$	1,171.50	1.00	\$	1,171.50
56	Exploratory Excavation and Utility Locating	1	Lsum	\$	585.75	\$	585.75	0.00	\$	-
57	Audio-Visual Filming	1	Lsum	\$	984.06	\$	984.06	1.00	\$	984.06
58	Cold Weather Protection	5500	Syd	\$	0.01	\$	55.00	0.00	\$	-
59	Permit Fee Allowance	1	Dlr	\$	6,000.00	\$	6,000.00	0.16	\$	968.00
60	Repair mis-marked or unmarked water service	3	Ea	\$	1,846.26	\$	5,538.84	0.00	\$	-
61	Downtime due to mis-marked water service	8	Hrs	\$	612.69	\$	4,901.52	19.50	\$	11,947.46
Contingency (10%)										
62	Tree Rem, 6"-18"		Ea	\$	316.25			13.00	\$	4,111.25
63	Tree Rem, 19"-36"		Ea	\$	2,530.00			4.00	\$	10,120.00
64	Barricade, Type III		Ea	\$	125.00			20.00	\$	2,500.00
65	Sign, Type B Temp., Prismatic		Sft	\$	8.00			495.50	\$	3,964.00
66	Sign, Type B Temp., Special, Prismatic		Sft	\$	16.00			180.00	\$	2,880.00
67	Downtime due to wrong valve off & additional time to set up extra pumps		Lsum	\$	1,159.97			1.00	\$	1,159.97
68	Time and material to pump out water, cap and block main on Marmon that was not shut off due to a broken valve to the north.		Lsum	\$	8,088.15			1.00	\$	8,088.15
69	Repair WM leak at 11235 Toepfer		Lsum	\$	3,421.71			1.00	\$	3,421.71
70	Time and material to move hyd. to 8' from back-of-curb. Removed hyd., removed 90 bend & replaced with a 90 swivel bend.		Lsum	\$	3,130.05			1.00	\$	3,130.05
71	PK - Remove cure special		Lft	\$	3.50			290.00	\$	1,015.00
72	PK - Remove cure special		Lft	\$	1.25			500.00	\$	625.00
73	Stop Box Repair, 11043 Toepfer		Lsum	\$	10,353.65			1.00	\$	10,353.65
74	Chalmers / Marmon WM Repair:									
	Hydrant, Rem		Ea	\$	490.00			1.00	\$	490.00
	Water Main, Rem (As Directed)		Lft	\$	10.62			40.00	\$	424.80
	Sidewalk, Rem		Sft	\$	1.17			104.50	\$	122.27
	Pavement, Rem		Syd	\$	9.72			55.55	\$	539.95
	Gate Valve & Well, Rem		Ea	\$	550.00			2.00	\$	1,100.00
	Gate Valve & Well, 8 inch		Ea	\$	6,954.00			1.00	\$	6,954.00
	Gate Valve & Box, 8 inch		Ea	\$	6,954.00			1.00	\$	6,954.00
	Water Main Connection, 8 inch		Ea	\$	5,214.00			1.00	\$	5,214.00
	Water Main Connection, 6 inch		Ea	\$	5,214.00			2.00	\$	10,428.00
	Water Main, D.I., 8 inch (Tr Det B)		Lft	\$	174.65			40.00	\$	6,986.00
	8"x 8" Tee w/Retainer Glands and Thrust Blocks		Ea	\$	1,122.00			1.00	\$	1,122.00

City of Warren

Toepler Road Pavement Reconstruction and Water Main Replacement (Mullin to MacArthur)

City Contract WP-23-790

Pay Estimate No. 6 (FINAL)

	8" 45, 22.5 bends w/Retainer Glands and Thrust Blocks		Ea	\$ 816.00		3.00	\$ 2,448.00
	Fire Hydrant Assembly, Complete		Ea	\$ 7,269.00		1.00	\$ 7,269.00
				Total Amount of Contract	\$ 1,924,054.80		
				Contract Mod. No. 1	\$ 130,000.00		
				Total Amount to Date			\$ 2,091,202.20
				Less Retainage			\$0.00
				Less Pay Estimate No. 1			\$ 335,747.67
				Less Pay Estimate No. 2			\$ 324,360.68
				Less Pay Estimate No. 3			\$ 632,612.74
				Less Pay Estimate No. 4			\$ 344,230.73
				Less Pay Estimate No. 5			\$ 235,020.47
				Total Amount Due - Pay Estimate No. 6			\$ 219,229.91

I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is a true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected and it has been performed in full accordance with the requirements of the contract.



HUBBELL, ROTH & CLARK, INC.

Sal Conigliaro, P.E.

City Project No. W-23-790, Toepfer Road
 Road Reconstruction and Water Main Replacement
 Pay Estimate No. 6 and Final



Contractor: Mark Anthony Contracting, Inc.
 Address: 4810 Old Plank Road
 City: Milford, MI 48381

DESCRIPTION	ORIGINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of: 1/25/25	\$ 1,924,054.80	\$ 2,091,202.20	\$ 123,027.17
Less Retainage 0.00%		\$ -	\$ (96,202.74)
Net Amount Earned		\$ 2,091,202.20	\$ 219,229.91
Less Previous Payments		\$ 1,871,972.29	\$ -
Total Amount Due this Estimate		\$ 219,229.91	\$ 219,229.91
Total Local Street Roads Repair and Replacement Special Revenue Fund Work Perf 1/25/25	\$ 1,613,035.62	\$ 1,665,263.61	\$ 8,107.76
Less Retainage 0.00%		\$ -	\$ (65,100.82)
Net Amount Earned		\$ 1,665,263.61	\$ 73,208.58
Less Previous Payments		\$ 1,592,055.03	\$ -
Total Local Street Roads Repair and Replacement Special Revenue Fund Due this Estimate		\$ 73,208.58	\$ 73,208.58
Total Local Street Roads Repair and Replacement Special Revenue Fund Work Perf 1/25/25	\$ 311,019.18	\$ 425,938.59	\$ 114,919.41
Less Retainage 0.00%		\$ -	\$ (31,101.92)
Net Amount Earned		\$ 425,938.59	\$ 146,021.33
Less Previous Payment		\$ 279,917.26	\$ -
Total 2023 Water & Sewer Capital Improvement Fund Due this Estimate		\$ 146,021.33	\$ 146,021.33
I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.			
for the City of Warren, Tina Gapshes, P.E. City Engineer			
According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.			
for Mark Anthony Contracting, Inc.			

FEB 12 2025



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION
One City Square, Suite 300
Warren, Michigan 48093-2390
P: (586) 759-9300
F: (586) 759-9318
www.cityofwarren.org

February 7, 2025

Mindy Moore
City Council Secretary

RE: Request of the Engineering Division to Award Bid and Approve Contract for City Project WP-24-819, , Los Olas Drive Pavement Reconstruction and Water Main Replacement (12 Mile to Martin) (ITB-W-1157) to Florence Cement Company the qualified low bidder, in an amount not to exceed \$2,495,572.60 and authorizing the Mayor and Clerk to execute a Contract. CONSIDERATION AND ADOPTION OF A RESOLUTION

Electronics bids were received and publicly read via Zoom Video Conferencing on February 5th, 2025 for City Project WP-24-819, Los Olas Drive Pavement Reconstruction and Water Main Replacement (ITB-W-1157). This project was publicly advertised on the BidNet (MITN) system on January 22, 2025. The scope of the project includes water main replacement and pavement reconstruction on Los Olas from 12 Mile to Martin.

As indicated in the attached tabulation of bids, Florence Cement Company was the low qualified bidder. It is the Engineering Division's recommendation that the Warren City Council award the contract for City Project WP-24-819, Los Olas Drive Pavement Reconstruction and Water Main Replacement (ITB-W-1157) to the low bidder, Florence Cement Company in the total bid amount not to exceed \$2,495,572.60.

The form of the contract document and the proposed City Council resolution authorizing approval of the contract award has been reviewed and approved by the City Attorney. The availability of funding for this contract, as stated in the attached City Council Resolution, has been confirmed and approved by the Budget Director.

Please place this item on the next available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,

Read and Concurred:

Funding Approval:

Tina Gapshes, P.E.
City Engineer

David Muzzarelli
Public Service Director

Kristina Battle
Budget Director

Contract Form Approval:

Recommended to Council:

Mary Michaels
Acting City Attorney

Signed by:

Lori M. Stone
Mayor

TGG/ocg

Attached: Tabulation of Bids and City Council Resolution



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)

AEW PROJECT NO. 0140-0135

DATE: 2/5/2025

TIME: 1:00 PM

Prepared by Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

BIDDER RANKING

RANK	BIDDER'S NAME	TOTAL BID
1	Florence Cement Company	\$ 2,495,572.60
2	Zuniga Cement Construction, Inc.	\$ 2,529,789.00
3	Mark Anthony Contracting, Inc.	\$ 2,623,531.68
4	Aielli Construction Company, Inc.	\$ 2,676,106.89
5	Great Lakes Contracting Solutions, LLC	\$ 2,810,643.60
6	Angelo Iafrate Construction Company	\$ 2,894,280.00



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)
AEW PROJECT NO. 0140-0135

Florence Cement Company
51515 Corridor
Shelby Township, MI 48315

Zuniga Cement Construction, Inc.
22500 Ryan Road
Warren, MI 48091

Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	_Reimbursed Permit Fees	16,000	LS	1.00	16,000.00	1.00	16,000.00	1.00	16,000.00
2.	_Audio Visual Record of Construction Area	1	LS	800.00	800.00	1,600.00	1,600.00	937.20	937.20
3.	Mobilization, Max. \$200,000	1	LS	145,300.00	145,300.00	70,000.00	70,000.00	200,000.00	200,000.00
4.	_Rubbish Pickup	1	LS	1,000.00	1,000.00	2,500.00	2,500.00	2,183.91	2,183.91
WATER MAIN REPLACEMENT ITEMS									
5.	Exploratory Investigation, Vertical	30	Ft	473.75	14,212.50	250.00	7,500.00	300.00	9,000.00
6.	Maintenance Gravel	250	Ton	39.00	9,750.00	30.00	7,500.00	16.00	4,000.00
7.	_External Structure Wrap, 18 inch	6	Ea	470.00	2,820.00	300.00	1,800.00	950.00	5,700.00
8.	_Gate Well Cover, Warren	6	Ea	800.00	4,800.00	375.00	2,250.00	925.00	5,550.00
9.	_Structure Adjustment Ring	12	Ea	55.00	660.00	35.00	420.00	68.90	826.80
10.	Gate Valve, 8 inch	5	Ea	2,499.30	12,496.50	3,000.00	15,000.00	3,885.00	19,425.00
11.	Gate Well, Rem	3	Ea	1,790.50	5,371.50	600.00	1,800.00	800.00	2,400.00
12.	Hydrant, Rem	5	Ea	262.00	1,310.00	300.00	1,500.00	500.00	2,500.00
13.	Water Serv	43	Ea	1,960.45	84,299.35	2,200.00	94,600.00	2,785.00	119,755.00
14.	Water Serv, Long	39	Ea	2,903.40	113,232.60	2,900.00	113,100.00	3,375.00	131,625.00
15.	Gate Well, 60 inch dia	5	Ea	6,415.20	32,076.00	3,500.00	17,500.00	6,000.00	30,000.00
16.	Gate Well, 72 inch dia	1	Ea	8,023.90	8,023.90	4,700.00	4,700.00	8,000.00	8,000.00
17.	_Water Main, DI, CL 54, 8 inch, Directional Drilled	2,276	Ft	162.65	370,191.40	248.00	564,448.00	210.00	477,960.00
18.	_Water Main, DI, CL 54, 8 inch, Tr Det G	453	Ft	225.95	102,355.35	160.00	72,480.00	185.00	83,805.00
19.	_Mismarked Water Services	15	Hr	947.00	14,205.00	300.00	4,500.00	1.00	15.00
20.	_Fire Hydrant Assembly	5	Ea	7,413.10	37,065.50	6,900.00	34,500.00	9,800.00	49,000.00
21.	_Tapping Sleeve and Valve, 12 inch x 8 inch	1	Ea	6,787.90	6,787.90	26,000.00	26,000.00	7,777.00	7,777.00
22.	_Water Main Connection, 12 inch	1	Ea	2,529.85	2,529.85	14,000.00	14,000.00	3,888.00	3,888.00
23.	_Water Main Connection, 8 inch	2	Ea	2,842.50	5,685.00	6,000.00	12,000.00	5,250.00	10,500.00
24.	_Water Main, Abandon	1	LS	28,560.00	28,560.00	9,000.00	9,000.00	5,000.00	5,000.00
25.	_Sanitary Lead Repr, 6 inch, Tr Det B	100	Ft	102.65	10,265.00	50.00	5,000.00	1.00	100.00



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)
AEW PROJECT NO. 0140-0135

Florence Cement Company
51515 Corridor
Shelby Township, MI 48315

Zuniga Cement Construction, Inc.
22500 Ryan Road
Warren, MI 48091

Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ROAD RECONSTRUCTION ITEMS									
26.	Tree, Rem, 19 inch to 36 inch	10	Ea	2,200.00	22,000.00	1,500.00	15,000.00	2,577.30	25,773.00
27.	Tree, Rem, 37 inch or Larger	1	Ea	3,000.00	3,000.00	2,600.00	2,600.00	3,514.50	3,514.50
28.	Tree, Rem, 6 inch to 18 inch	14	Ea	300.00	4,200.00	1,100.00	15,400.00	351.45	4,920.30
29.	Stump, Rem, 6 inch to 18 inch	1	Ea	125.00	125.00	550.00	550.00	146.44	146.44
30.	Dr Structure, Rem	14	Ea	360.00	5,040.00	400.00	5,600.00	364.83	5,107.62
31.	Sewer, Rem, Less than 24 inch	360	Ft	43.50	15,660.00	35.00	12,600.00	21.65	7,794.00
32.	Curb and Gutter, Rem	45	Ft	25.00	1,125.00	30.00	1,350.00	17.77	799.65
33.	Pavt, Rem	8,227	Syd	7.70	63,347.90	8.00	65,816.00	8.39	69,024.53
34.	Sidewalk, Rem	1,089	Syd	12.00	13,068.00	8.00	8,712.00	9.87	10,748.43
35.	_Brick Pavers, Rem	15	Sft	6.00	90.00	10.00	150.00	24.32	364.80
36.	_Driveway, Rem	1,178	Syd	9.00	10,602.00	8.00	9,424.00	8.39	9,883.42
37.	Subgrade Undercutting, Type IV	100	Cyd	86.50	8,650.00	40.00	4,000.00	85.47	8,547.00
38.	_Station Grading	26	Sta	4,900.00	127,400.00	3,700.00	96,200.00	5,335.72	138,728.72
39.	_Erosion Control, Inlet Filter	16	Ea	110.00	1,760.00	80.00	1,280.00	78.47	1,255.52
40.	Project Cleanup	1	LS	1,000.00	1,000.00	3,500.00	3,500.00	8,248.96	8,248.96
41.	_Aggregate Base, 4 inch, Modified	1,220	Syd	12.00	14,640.00	5.00	6,100.00	8.24	10,052.80
42.	_Aggregate Base, 6 inch, Modified	170	Syd	40.00	6,800.00	8.50	1,445.00	14.37	2,442.90
43.	_Aggregate Base, 8 inch, Modified	9,298	Syd	14.50	134,821.00	10.00	92,980.00	14.85	138,075.30
44.	Maintenance Gravel	150	Ton	39.00	5,850.00	30.00	4,500.00	29.72	4,458.00
45.	Geotextile, Stabilization	9,298	Syd	1.00	9,298.00	3.00	27,894.00	2.08	19,339.84
46.	Sewer, CI IV, 12 inch, Tr Det B	334	Ft	80.00	26,720.00	105.00	35,070.00	115.71	38,647.14
47.	_Sewer Repr, CI IV, 15 inch, Tr Det B	8	Ft	135.00	1,080.00	230.00	1,840.00	279.75	2,238.00
48.	_Sewer Repr, CI IV, 18 inch, Tr Det B	8	Ft	190.00	1,520.00	275.00	2,200.00	287.50	2,300.00
49.	_Sewer Repr, CI IV, 42 inch, Tr Det B	16	Ft	350.00	5,600.00	470.00	7,520.00	302.79	4,844.64
50.	Dr Structure Cover, Adj, Case 1	3	Ea	300.00	900.00	450.00	1,350.00	311.52	934.56
51.	Dr Structure Cover, Adj, Case 2	9	Ea	300.00	2,700.00	450.00	4,050.00	311.52	2,803.68
52.	Dr Structure, 24 inch dia	7	Ea	1,200.00	8,400.00	2,400.00	16,800.00	2,265.76	15,860.32
53.	Dr Structure, 48 inch dia	6	Ea	2,300.00	13,800.00	3,400.00	20,400.00	3,369.20	20,215.20



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)

AEW PROJECT NO. 0140-0135

Florence Cement Company
51515 Corridor
Shelby Township, MI 48315

Zuniga Cement Construction, Inc.
22500 Ryan Road
Warren, MI 48091

Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54.	Dr Structure, 60 inch dia	1	Ea	4,900.00	4,900.00	5,100.00	5,100.00	5,936.29	5,936.29
55.	Dr Structure, 72 inch dia	1	Ea	6,800.00	6,800.00	7,500.00	7,500.00	7,410.79	7,410.79
56.	Dr Structure, Adj. Add Depth	20	Ft	420.00	8,400.00	200.00	4,000.00	280.48	5,609.60
57.	Dr Structure, Tap, 6 inch	2	Ea	300.00	600.00	190.00	380.00	287.02	574.04
58.	Dr Structure, Tap, 12 inch	4	Ea	300.00	1,200.00	400.00	1,600.00	560.96	2,243.84
59.	_Catch Basin Cover, Warren	13	Ea	670.00	8,710.00	400.00	5,200.00	669.70	8,706.10
60.	_External Structure Wrap, 18 inch	30	Ea	470.00	14,100.00	250.00	7,500.00	686.89	20,606.70
61.	_Storm Manhole Cover, Warren	1	Ea	670.00	670.00	400.00	400.00	673.19	673.19
62.	_Structure Adjustment Ring	52	Ea	55.00	2,860.00	40.00	2,080.00	80.72	4,197.44
63.	Underdrain, Subgrade, Open-Graded, 6 inch	5,239	Ft	8.75	45,841.25	14.00	73,346.00	15.03	78,742.17
64.	HMA, 5EML, High Stress	25	Ton	700.00	17,500.00	180.00	4,500.00	146.44	3,661.00
65.	_Temp HMA Surface, 2 inch	50	Ton	370.00	18,500.00	200.00	10,000.00	146.44	7,322.00
66.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	8,242	Syd	55.00	453,310.00	68.00	560,456.00	51.09	421,083.78
67.	Joint, Expansion, E2	112	Ft	22.00	2,464.00	20.00	2,240.00	22.37	2,505.44
68.	Joint, Expansion, E3	56	Ft	9.00	504.00	7.50	420.00	11.62	650.72
69.	Joint, Contraction, Crg	111	Ft	21.00	2,331.00	12.00	1,332.00	16.75	1,859.25
70.	Joint, Expansion, Erg	60	Ft	25.00	1,500.00	9.00	540.00	23.17	1,390.20
71.	Lane Tie, Epoxy Anchored	75	Ea	12.00	900.00	4.50	337.50	13.24	993.00
72.	Pavt Repr. Nonreinf Conc, 11 inch	170	Syd	213.00	36,210.00	105.00	17,850.00	87.09	14,805.30
73.	Pavt Repr, Rem	167	Syd	52.00	8,684.00	11.00	1,837.00	18.64	3,112.88
74.	Driveway, Nonreinf Conc, 6 inch	1,220	Syd	71.60	87,352.00	65.00	79,300.00	63.68	77,689.60
75.	_Driveway, Nonreinf Conc, 4 inch	75	Syd	70.75	5,306.25	70.00	5,250.00	59.25	4,443.75
76.	Driveway Opening, Conc, Det M	41	Ft	8.00	328.00	30.00	1,230.00	41.00	1,681.00
77.	Detectable Warning Surface	35	Ft	75.00	2,625.00	35.00	1,225.00	46.86	1,640.10
78.	Curb Ramp Opening, Conc	49	Ft	7.00	343.00	30.00	1,470.00	17.57	860.93
79.	Sidewalk, Conc, 4 inch	7,833	Sft	6.50	50,914.50	7.50	58,747.50	6.05	47,389.65
80.	Sidewalk, Conc, 6 inch	1,268	Sft	7.70	9,763.60	9.00	11,412.00	8.05	10,207.40
81.	Curb Ramp, Conc, 6 inch	345	Sft	10.95	3,777.75	11.00	3,795.00	8.05	2,777.25
82.	_Curb Ramp, Conc, 8 inch	55	Sft	11.40	627.00	13.00	715.00	11.72	644.60
83.	Post, Steel, 3 pound	110	Ft	12.00	1,320.00	11.00	1,210.00	12.89	1,417.90



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)

AEW PROJECT NO. 0140-0135

Florence Cement Company
51515 Corridor
Shelby Township, MI 48315

Zuniga Cement Construction, Inc.
22500 Ryan Road
Warren, MI 48091

Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
84.	Sign, Type III, Rem	8	Ea	40.00	320.00	10.00	80.00	11.72	93.76
85.	Sign, Type IIIA	41	Sft	25.00	1,025.00	20.00	820.00	23.43	960.63
86.	Sign, Type IIIB	9	Sft	25.00	225.00	20.00	180.00	23.43	210.87
87.	Sign, Type III, Rem, Salv, Erect	4	Ea	55.00	220.00	100.00	400.00	117.15	468.60
88.	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	406	Ft	3.50	1,421.00	3.50	1,421.00	4.10	1,664.60
89.	Pavt Mrkg, Polyurea, 18 inch, Stop Bar	110	Ft	9.50	1,045.00	9.50	1,045.00	11.13	1,224.30
90.	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	66	Ft	15.00	990.00	15.00	990.00	17.57	1,159.62
91.	Pavt Mrkg, Waterborne, 4 inch, White	750	Ft	0.50	375.00	0.50	375.00	0.59	442.50
92.	Pavt Mrkg, Waterborne, 4 inch, Yellow	3,150	Ft	0.50	1,575.00	0.50	1,575.00	0.59	1,858.50
93.	Rem Curing Compound, for Longit Mrkg, 4 inch	100	Ft	1.50	150.00	1.50	150.00	1.76	176.00
94.	Rem Curing Compound, for Spec Mrkg	500	Sft	3.50	1,750.00	3.50	1,750.00	4.10	2,050.00
95.	Sign, Type B, Temp, Prismatic, Furn	100	Sft	6.00	600.00	6.00	600.00	7.03	703.00
96.	Sign, Type B, Temp, Prismatic, Oper	100	Sft	0.01	1.00	0.01	1.00	0.01	1.00
97.	Traffic Control and Maintenance	1	LS	40,000.00	40,000.00	25,000.00	25,000.00	26,185.04	26,185.04
98.	Aueculus x camea, 1-1/2 inch	4	Ea	490.00	1,960.00	400.00	1,600.00	574.04	2,296.16
99.	Parrotia persica, 1-1/2 inch	5	Ea	495.00	2,475.00	400.00	2,000.00	579.89	2,899.45
100.	Quercus alba/rubra, 1-1/2 inch	5	Ea	490.00	2,450.00	500.00	2,500.00	574.04	2,870.20
101.	Tilia cordata 'Corzam', 1-1/2 inch	5	Ea	490.00	2,450.00	500.00	2,500.00	574.04	2,870.20
102.	Tilia tomentosa, 1-1/2 inch	4	Ea	495.00	1,980.00	400.00	1,600.00	579.89	2,319.56
103.	Ulmus x 'Frontier', 1-1/2 inch	5	Ea	490.00	2,450.00	400.00	2,000.00	574.04	2,870.20
104.	Water, Sodding/Seeding	110	Unit	60.00	6,600.00	70.00	7,700.00	70.29	7,731.90
105.	Surface Restoration, Hydroseeding	5,500	Syd	12.25	67,375.00	5.00	27,500.00	8.43	46,365.00
106.	Surface Restoration, Sodding	100	Syd	25.50	2,550.00	20.00	2,000.00	23.43	2,343.00
107.	Landscape Mulch Around Trees	100	Cyd	80.00	8,000.00	65.00	6,500.00	93.72	9,372.00
108.	Irrigation Pipe, Furn and Install	500	Ft	10.00	5,000.00	3.00	1,500.00	9.37	4,685.00
109.	Sprinkler Head	50	Ea	105.00	5,250.00	60.00	3,000.00	117.15	5,857.50
TOTAL CONSTRUCTION COST				\$	2,495,572.60	\$	2,529,789.00	\$	2,623,531.68



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)

AEW PROJECT NO. 0140-0135

Aielli Construction Company, Inc.
47742 Van Dyke Avenue
Shelby Township, MI 48317

Great Lakes Contracting Solutions, LLC
2300 Edinburgh
Waterford, MI 48328

Angelo Iafate Construction Company
26300 Sherwood
Warren, MI 48091

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	_Reimbursed Permit Fees	16,000	LS	1.00	16,000.00	1.00	16,000.00	1.00	16,000.00
2.	_Audio Visual Record of Construction Area	1	LS	1,780.49	1,780.49	850.00	850.00	800.00	800.00
3.	Mobilization, Max. \$200,000	1	LS	100,000.00	100,000.00	200,000.00	200,000.00	200,000.00	200,000.00
4.	_Rubbish Pickup	1	LS	6,727.09	6,727.09	8,500.00	8,500.00	2,000.00	2,000.00
WATER MAIN REPLACEMENT ITEMS									
5.	Exploratory Investigation, Vertical	30	Ft	250.00	7,500.00	480.90	14,427.00	150.00	4,500.00
6.	Maintenance Gravel	250	Ton	34.34	8,590.00	34.00	8,500.00	25.00	6,250.00
7.	_External Structure Wrap, 18 inch	6	Ea	680.00	4,080.00	585.00	3,510.00	475.00	2,850.00
8.	_Gate Well Cover, Warren	6	Ea	854.40	5,126.40	700.00	4,200.00	650.00	3,900.00
9.	_Structure Adjustment Ring	12	Ea	94.00	1,128.00	65.00	780.00	150.00	1,800.00
10.	Gate Valve, 8 inch	5	Ea	3,479.35	17,396.75	2,537.00	12,685.00	2,400.00	12,000.00
11.	Gate Well, Rem	3	Ea	338.05	1,014.15	1,817.50	5,452.50	1,300.00	3,900.00
12.	Hydrant, Rem	5	Ea	459.98	2,299.90	266.00	1,330.00	1,000.00	5,000.00
13.	Water Serv	43	Ea	1,687.25	72,551.75	1,990.00	85,570.00	1,800.00	77,400.00
14.	Water Serv, Long	39	Ea	3,689.30	143,882.70	2,947.00	114,933.00	3,100.00	120,900.00
15.	Gate Well, 60 inch dia	5	Ea	3,923.83	19,619.15	6,511.50	32,557.50	2,700.00	13,500.00
16.	Gate Well, 72 inch dia	1	Ea	5,033.32	5,033.32	8,144.50	8,144.50	3,800.00	3,800.00
17.	_Water Main, DI, CL 54, 8 inch, Directional Drilled	2,276	Ft	234.00	532,584.00	165.10	375,767.60	195.00	443,820.00
18.	_Water Main, DI, CL 54, 8 inch, Tr Def G	453	Ft	151.51	68,634.03	229.50	103,963.50	300.00	135,900.00
19.	_Mismarked Water Services	15	Hr	501.92	7,528.80	961.50	14,422.50	1.00	15.00
20.	_Fire Hydrant Assembly	5	Ea	7,680.73	38,403.65	7,524.50	37,622.50	10,000.00	50,000.00
21.	_Tapping Sleeve and Valve, 12 inch x 8 inch	1	Ea	10,924.48	10,924.48	6,890.00	6,890.00	7,000.00	7,000.00
22.	_Water Main Connection, 12 inch	1	Ea	8,822.89	8,822.89	2,568.00	2,568.00	1.00	1.00
23.	_Water Main Connection, 8 inch	2	Ea	7,069.80	14,139.60	2,885.50	5,771.00	3,600.00	7,200.00
24.	_Water Main, Abandon	1	LS	8,000.00	8,000.00	28,989.00	28,989.00	18,000.00	18,000.00
25.	_Sanitary Lead Repr, 6 inch, Tr Def B	100	Ft	122.11	12,211.00	104.50	10,450.00	50.00	5,000.00



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)
AEW PROJECT NO. 0140-0135

Aielli Construction Company, Inc.
47742 Van Dyke Avenue
Shelby Township, MI 48317

Great Lakes Contracting Solutions, LLC
2300 Edinburgh
Waterford, MI 48328

Angelo Iafrate Construction Company
26300 Sherwood
Warren, MI 48091

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ROAD RECONSTRUCTION ITEMS									
26.	Tree, Rem, 19 inch to 36 inch	10	Ea	2,559.46	25,594.60	2,250.00	22,500.00	2,200.00	22,000.00
27.	Tree, Rem, 37 inch or Larger	1	Ea	3,560.99	3,560.99	3,050.00	3,050.00	3,000.00	3,000.00
28.	Tree, Rem, 6 inch to 18 inch	14	Ea	445.12	6,231.68	310.00	4,340.00	300.00	4,200.00
29.	Stump, Rem, 6 inch to 18 inch	1	Ea	200.31	200.31	250.00	250.00	125.00	125.00
30.	Dr Structure, Rem	14	Ea	438.22	6,135.08	850.00	11,900.00	400.00	5,600.00
31.	Sewer, Rem, Less than 24 inch	360	Ft	33.45	12,042.00	25.00	9,000.00	35.00	12,600.00
32.	Curb and Gutter, Rem	45	Ft	4.21	189.45	20.00	900.00	10.00	450.00
33.	Pavt, Rem	8,227	Syd	10.09	83,010.43	11.00	90,497.00	7.00	57,589.00
34.	Sidewalk, Rem	1,089	Syd	6.32	6,882.48	11.75	12,795.75	12.00	13,068.00
35.	_Brick Pavers, Rem	15	Sft	11.11	166.65	27.85	417.75	7.00	105.00
36.	_Driveway, Rem	1,178	Syd	7.99	9,412.22	12.00	14,136.00	9.00	10,602.00
37.	Subgrade Undercutting, Type IV	100	Cyd	72.25	7,225.00	70.00	7,000.00	100.00	10,000.00
38.	_Station Grading	26	Sta	2,266.03	58,916.78	3,250.00	84,500.00	6,500.00	169,000.00
39.	_Erosion Control, Inlet Filter	16	Ea	142.42	2,278.72	125.00	2,000.00	125.00	2,000.00
40.	Project Cleanup	1	LS	5,260.08	5,260.08	75,000.00	75,000.00	5,000.00	5,000.00
41.	_Aggregate Base, 4 inch, Modified	1,220	Syd	9.04	11,028.80	13.35	16,287.00	20.00	24,400.00
42.	_Aggregate Base, 6 inch, Modified	170	Syd	11.00	1,870.00	14.75	2,507.50	22.00	3,740.00
43.	_Aggregate Base, 8 inch, Modified	9,298	Syd	14.93	138,819.14	15.50	144,119.00	16.00	148,768.00
44.	Maintenance Gravel	150	Ton	34.36	5,154.00	34.00	5,100.00	25.00	3,750.00
45.	Geotextile, Stabilization	9,298	Syd	2.20	20,455.60	3.75	34,867.50	1.50	13,947.00
46.	Sewer, CI IV, 12 inch, Tr Det B	334	Ft	137.03	45,768.02	115.00	38,410.00	135.00	45,090.00
47.	_Sewer Repr, CI IV, 15 inch, Tr Det B	8	Ft	180.44	1,443.52	125.00	1,000.00	150.00	1,200.00
48.	_Sewer Repr, CI IV, 18 inch, Tr Det B	8	Ft	194.64	1,557.12	130.00	1,040.00	175.00	1,400.00
49.	_Sewer Repr, CI IV, 42 inch, Tr Det B	16	Ft	529.47	8,471.52	450.00	7,200.00	400.00	6,400.00
50.	Dr Structure Cover, Adj, Case 1	3	Ea	342.19	1,026.57	575.00	1,725.00	350.00	1,050.00
51.	Dr Structure Cover, Adj, Case 2	9	Ea	342.20	3,079.80	450.00	4,050.00	350.00	3,150.00
52.	Dr Structure, 24 inch dia	7	Ea	2,362.51	16,537.57	1,950.00	13,650.00	1,400.00	9,800.00
53.	Dr Structure, 48 inch dia	6	Ea	3,577.47	21,464.82	2,990.00	17,940.00	2,500.00	15,000.00



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)
AEW PROJECT NO. 0140-0135

Aielli Construction Company, Inc.
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Great Lakes Contracting Solutions, LLC
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Waterford, MI 48328

Angelo lafrate Construction Company
26300 Sherwood
Warren, MI 48091

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54.	Dr Structure, 60 inch dia	1	Ea	7,380.54	7,380.54	7,800.00	7,800.00	4,700.00	4,700.00
55.	Dr Structure, 72 inch dia	1	Ea	8,560.11	8,560.11	11,000.00	11,000.00	7,400.00	7,400.00
56.	Dr Structure, Adj, Add Depth	20	Ft	227.16	4,543.20	200.00	4,000.00	250.00	5,000.00
57.	Dr Structure, Tap, 6 inch	2	Ea	223.33	446.66	175.00	350.00	250.00	500.00
58.	Dr Structure, Tap, 12 inch	4	Ea	321.92	1,287.68	275.00	1,100.00	850.00	3,400.00
59.	_Catch Basin Cover, Warren	13	Ea	774.35	10,066.55	650.00	8,450.00	650.00	8,450.00
60.	_External Structure Wrap, 18 inch	30	Ea	680.00	20,400.00	585.00	17,550.00	475.00	14,250.00
61.	_Storm Manhole Cover, Warren	1	Ea	774.35	774.35	650.00	650.00	650.00	650.00
62.	_Structure Adjustment Ring	52	Ea	94.00	4,888.00	65.00	3,380.00	150.00	7,800.00
63.	Underdrain, Subgrade, Open-Graded, 6 inch	5,239	Ft	16.50	86,443.50	15.00	78,585.00	16.00	83,824.00
64.	HMA, SEMI, High Stress	25	Ton	278.20	6,955.00	425.00	10,625.00	100.00	2,500.00
65.	_Temp HMA Surface, 2 inch	50	Ton	278.20	13,910.00	375.00	18,750.00	100.00	5,000.00
66.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	8,242	Syd	67.22	554,027.24	68.00	560,456.00	52.00	428,584.00
67.	Joint, Expansion, E2	112	Ft	23.37	2,617.44	25.00	2,800.00	20.00	2,240.00
68.	Joint, Expansion, E3	56	Ft	23.37	1,308.72	15.00	840.00	5.00	280.00
69.	Joint, Contraction, Crg	111	Ft	23.37	2,594.07	12.00	1,332.00	25.00	2,775.00
70.	Joint, Expansion, Erg	60	Ft	28.93	1,735.80	15.00	900.00	32.00	1,920.00
71.	Lane Tie, Epoxy Anchored	75	Ea	13.35	1,001.25	10.50	787.50	10.00	750.00
72.	Pavt Repr, Nonreinf Conc, 11 inch	170	Syd	98.76	16,789.20	103.00	17,510.00	100.00	17,000.00
73.	Pavt Repr, Rem	167	Syd	10.35	1,728.45	22.85	3,815.95	45.00	7,515.00
74.	Driveway, Nonreinf Conc, 6 inch	1,220	Syd	67.92	82,862.40	62.00	75,640.00	72.00	87,840.00
75.	_Driveway, Nonreinf Conc, 4 inch	75	Syd	58.22	4,366.50	58.00	4,350.00	50.00	3,750.00
76.	Driveway Opening, Conc, Det M	41	Ft	50.08	2,053.28	28.00	1,148.00	40.00	1,640.00
77.	Detectable Warning Surface	35	Ft	89.02	3,115.70	50.00	1,750.00	50.00	1,750.00
78.	Curb Ramp Opening, Conc	49	Ft	44.51	2,180.99	28.00	1,372.00	1.00	49.00
79.	Sidewalk, Conc, 4 inch	7,833	Sft	7.60	59,530.80	7.20	56,397.60	7.00	54,831.00
80.	Sidewalk, Conc, 6 inch	1,268	Sft	9.27	11,754.36	8.30	10,524.40	7.50	9,510.00
81.	Curb Ramp, Conc, 6 inch	345	Sft	11.50	3,967.50	8.30	2,863.50	9.50	3,277.50
82.	_Curb Ramp, Conc, 8 inch	55	Sft	12.60	693.00	10.25	563.75	10.50	577.50
83.	Post, Steel, 3 pound	110	Ft	13.35	1,468.50	11.20	1,232.00	11.00	1,210.00



TABULATION OF BIDS

CITY OF WARREN

LOS OLAS DRIVE 8" WATER MAIN REPLACEMENT AND
ROAD RECONSTRUCTION (MARTIN ROAD TO 12 MILD ROAD)
AEW PROJECT NO. 0140-0135

Aielli Construction Company, Inc.
47742 Van Dyke Avenue
Shelby Township, MI 48317

Great Lakes Contracting Solutions, LLC
2300 Edinburgh
Waterford, MI 48328

Angelo Iafate Construction Company
26300 Sherwood
Warren, MI 48091

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
84.	Sign, Type III, Rem	8	Ea	11.13	89.04	10.15	81.20	10.00	80.00
85.	Sign, Type IIIA	41	Sft	22.26	912.66	20.30	832.30	20.00	820.00
86.	Sign, Type IIIB	9	Sft	22.26	200.34	20.30	182.70	20.00	180.00
87.	_Sign, Type III, Rem, Salv, Erect	4	Ea	111.28	445.12	102.00	408.00	100.00	400.00
88.	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	406	Ft	4.45	1,806.70	3.60	1,461.60	3.50	1,421.00
89.	Pavt Mrkg, Polyurea, 18 inch, Stop Bar	110	Ft	11.13	1,224.30	9.65	1,061.50	9.50	1,045.00
90.	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	66	Ft	16.69	1,101.54	15.25	1,006.50	15.00	990.00
91.	Pavt Mrkg, Waterborne, 4 inch, White	750	Ft	0.56	420.00	0.55	412.50	0.50	375.00
92.	Pavt Mrkg, Waterborne, 4 inch, Yellow	3,150	Ft	0.56	1,764.00	0.55	1,732.50	0.50	1,575.00
93.	Rem Curing Compound, for Longit Mrkg, 4 inch	100	Ft	1.67	167.00	1.55	155.00	1.50	150.00
94.	Rem Curing Compound, for Spec Mrkg	500	Sft	3.89	1,945.00	3.60	1,800.00	3.50	1,750.00
95.	Sign, Type B, Temp, Prismatic, Furn	100	Sft	6.68	668.00	6.10	610.00	6.00	600.00
96.	Sign, Type B, Temp, Prismatic, Oper	100	Sft	0.01	1.00	0.01	1.00	0.01	1.00
97.	_Traffic Control and Maintenance	1	LS	12,630.40	12,630.40	83,800.00	83,800.00	305,000.00	305,000.00
98.	_Aueculus x camea, 1-1/2 inch	4	Ea	612.05	2,448.20	497.50	1,990.00	500.00	2,000.00
99.	_Parolia persica, 1-1/2 inch	5	Ea	612.05	3,060.25	502.50	2,512.50	500.00	2,500.00
100.	_Quercus alba/rubra, 1-1/2 inch	5	Ea	612.05	3,060.25	497.50	2,487.50	500.00	2,500.00
101.	_Tilia cordata 'Corzam', 1-1/2 inch	5	Ea	612.05	3,060.25	497.50	2,487.50	500.00	2,500.00
102.	_Tilia tomentosa, 1-1/2 inch	4	Ea	612.05	2,448.20	502.50	2,010.00	500.00	2,000.00
103.	_Ulmus x 'Frontier', 1-1/2 inch	5	Ea	612.05	3,060.25	497.50	2,487.50	500.00	2,500.00
104.	Water, Sodding/Seeding	110	Unit	60.00	6,600.00	61.00	6,710.00	60.00	6,600.00
105.	_Surface Restoration, Hydroseeding	5,500	Syd	12.20	67,100.00	7.35	40,425.00	7.00	38,500.00
106.	_Surface Restoration, Sodding	100	Syd	16.64	1,664.00	20.30	2,030.00	20.00	2,000.00
107.	_Landscape Mulch Around Trees	100	Cyd	166.92	16,692.00	81.20	8,120.00	50.00	5,000.00
108.	_Irrigation Pipe, Furn and Install	500	Ft	6.62	3,310.00	9.50	4,750.00	10.00	5,000.00
109.	_Sprinkler Head	50	Ea	60.33	3,016.50	90.00	4,500.00	105.00	5,250.00
TOTAL CONSTRUCTION COST				\$	2,676,106.89	\$	2,810,643.60	\$	2,894,280.00

**RESOLUTION TO AWARD BID AND APPROVE CONTRACT
FOR CITY PROJECT W-24-819
LOS OLAS DRIVE PAVEMENT RECONSTRUCTION AND WATER MAIN REPLACEMENT
(12 MILE TO MARTIN)
(ITB-W-1157)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,
held on _____, 2025 at 7:00 p.m. Eastern _____ Time, in the Council
Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following preamble and resolution were offered by Councilperson

_____ and supported by Councilperson _____.

On February 5, 2025, bids were received for City Project WP-24-819, Los Olas Drive
Pavement Reconstruction and Water Main Replacement (ITB-W-1157), pursuant to the updated
online electronic bid submittal process via BidNet Direct (MITN).

The City Council has received and reviewed the bids as listed on the attached tabulation.

The City Engineer has recommended that the contract for City Project WP-24-819, Los Olas
Drive Pavement Reconstruction and Water Main Replacement (ITB-W-1157) be awarded to the lowest
qualified bidder Florence Cement Company in the total bid amount not to exceed \$2,495,572.60.

Funding for this work is available in the Water and Sewer System Fund 592-9044-97001
(\$1,022,661.79), in the Local Street Repairs and Maintenance - Capital Improvements 204-9204-97400
(\$1,370,978.96) and MTF Local operating - Construction 203-3451-97400 (\$101,931.85).

The Contract documents include the Project Drawings, the Advertisement, the Pricing Sheet,
Supplemental Specifications, the Appendix and the City of Warren form documents entitled Instructions

to Bidders, Required Acknowledgement, Contract, Performance Bond, Payment Bond for Labor, Material and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, General Conditions, Specifications for Concrete Pavement, Specifications for Concrete Sidewalks and Drive Approaches, and Specifications for Sanitary and Storm Sewer.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of City Project WP-24-819, Los Olas Drive Pavement Reconstruction and Water Main Replacement (ITB-W-1157), to the low qualified bidder Florence Cement Company in the total bid amount not to exceed \$2,495,572.60. Such award is subject to execution of written agreement by both parties.

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, together with all required insurance certificates, bonds, and required documents, the Mayor and City Clerk are authorized to execute the contract with Florence Cement Company, 51515 Corridor, Shelby Township, MI 48315 to complete City Project WP-24-819, Los Olas Drive Pavement Reconstruction and Water Main Replacement, consistent with the terms of the bid for City Project WP-24-819, Los Olas Drive Pavement Reconstruction and Water Main Replacement, and the City of Warren Engineering Contract Documents.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan,
hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the
City of Warren at its meeting held on _____, 2025.

SONJA BUFFA
City Clerk